



# TEAM MEMBER HANDBOOK

EFFECTIVE: JANUARY 1, 2021

**Packers Sanitation Services, Inc., Ltd**

DISCLAIMER: ALL TEAM MEMBERS OF PSSI ARE EMPLOYED AT-WILL AND MAY QUIT OR BE TERMINATED AT ANY TIME AND FOR ANY OR NO REASON. NOTHING IN ANY OF PSSI'S RULES, POLICIES, HANDBOOKS, PROCEDURES OR OTHER DOCUMENTS RELATING TO EMPLOYMENT CREATES ANY EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. THIS HANDBOOK REPLACES ANY PREVIOUSLY ISSUED POLICIES, PRACTICES AND UNDERSTANDINGS, WRITTEN OR ORAL, GOVERNING EMPLOYMENT. NOTHING CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS IN THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT UNLESS: 1)THE TERMS ARE IN WRITING ; 2 )THE DOCUMENT IS LABELED "CONTRACT" OR " AGREEMENT"; 3) THE DOCUMENT STATES THE TERM OF EMPLOYMENT; AND 4) THE DOCUMENT IS SIGNED BY THE CEO OF PSSI.

OTHER THAN THE ARBITRATION AGREEMENT SET FORTH AS ATTACHMENT A OF THIS TEAM MEMBER HANDBOOK WHICH MAY ONLY BE MODIFIED, REVISED, OR TERMINATED IN WRITING SIGNED BY BOTH YOU AND THE COMPANY, THE COMPANY MAY AT ANY TIME, ADD, CHANGE OR RESCIND ANY POLICY OR PRACTICE AT ITS SOLE DISCRETION, WITHOUT NOTICE.

# OUR MISSION & VALUES



**Success starts from within. We will embrace our values and commitment to PSSI team members and their families while striving to exceed expectations for our customers to be the premier employer and supplier in the industries we serve.**



## SAFETY

We are committed to the health and safety of our team members and set the standard of food safety for the protection of our customers' products and brands.



## INTEGRITY

We speak with candor, act with transparency, follow through on our commitments and abide by our principles and values.



## TEAM

We respect and value our team members, embrace diversity, and invest in their development through coaching and training.



## CUSTOMER FOCUS

We strive to exceed our internal and external customers' expectations through open communication, relationships, and continuous improvement.



## ACHIEVEMENT

We manage our business to provide opportunities and stability for our team members, and bring value to our customers, owners and the communities we serve.

## **ACKNOWLEDGEMENT OF RECEIPT**

I acknowledge that I have received a copy of the Packers Sanitation Services, Inc., Ltd. ("the company") team member handbook, and acknowledge my obligation to read its contents. I understand that among other policies, it contains a policy against unlawful harassment and discrimination, including sexual harassment, the manner to report harassment, a no-retaliation policy, a progressive discipline policy, a Lifesaving Safety Rules policy, and basic work rules. I have read these policies and agree to abide by them.

I understand that the handbook, which replaces all previous team member handbooks and/or other oral or written statements of employment policy, is provided for informational purposes only and is not a contract. I understand that the handbook is intended to provide an overview of the company's personnel policies and does not necessarily represent all such policies in force other than the Arbitration Agreement set forth as Attachment A of this team member handbook which may only be modified, revised, or terminated in writing signed by both you and the company. The company may at any time, add, change or rescind any policy or practice at its sole discretion, without notice. Nothing contained in this handbook constitutes a contract of employment or guarantees any particular right to me as a team member of PSSI.

I further understand that my employment and compensation are for no fixed term and may be terminated by the employer at any time with or without cause or notice, for any reason not prohibited by law. Likewise, I may resign at any time. By signing this document, you allow the company to deduct anything owed to the company upon your separation with the company in accordance with federal, state, and local laws. I further understand and agree that no person other than the CEO has the authority to enter into any written or oral agreement different than what is stated herein and understand that my employment at-will relationship can only be modified in a written agreement that states that it is a "contract of employment," and is signed by the CEO.

### **Questions About Policy**

Any questions about this policy or a related matter should be referred to a team member's Site Manager, Area Manager, Division Manager, Vice President, the Corporate Human Resources department or call the team member customer care line, although we encourage team members to work with their managers first to the extent possible.

---

\_\_\_\_\_  
Team Member Name (Please Print)

\_\_\_\_\_  
Emp. #

\_\_\_\_\_  
Plant Name/#

\_\_\_\_\_  
Dept. #

---

\_\_\_\_\_  
Team Member Signature

\_\_\_\_\_  
Date



## **AUTHORIZATIONS, CONSENTS AND ACKNOWLEDGMENTS**

### **1. CONFIDENTIALITY AGREEMENT**

As a team member, I acknowledge that I may, in the course of employment duties, come in contact with Confidential Information, including, but not limited to: information concerning the Company's financial status, business practices, client-related information, trade secrets, and/or other non-public proprietary information that is maintained as confidential and is not readily available to the public. All Confidential Information must remain confidential and I understand all the Confidential Information is required to be returned to my employer upon departing employment.

By signing below, I acknowledge that any violation of such confidentiality policies may result in disciplinary action, up to and including termination by my employer. Further, I acknowledge and understand that nothing in PSSI's Confidentiality Policy is designed to interfere with, restrain, or prevent team member communications regarding wages, hours, or other terms and conditions of employment or any other rights protected by the National Labor Relations Act.

### **2. DRUG/ALCOHOL TESTING**

I understand it is the policy of the Company to conduct drug and/or alcohol tests of job applicants, in compliance with the Drug Free Workplace Act, for the purpose of detecting drug and/or alcohol abuse. Team members who come to work under the influence of alcohol or drugs are a safety risk for themselves and other team members.

One of the requirements for consideration of employment at some Company locations is the satisfactory passing of pre-employment drug and/or alcohol test. I understand that favorable test results will not necessarily guarantee that I will be employed by the Company/organization.

If I am accepted for employment, I agree to take drug and/or alcohol tests when lawfully requested by the Company, and I understand that the taking of such tests is a condition of my continued employment. Testing can be mandated by our clients for pre-employment, post-accident and/or random screening. The Company may also test for reasonable cause.

By signing this form, I give consent to the testing agency to release to the Company and other officially interested parties the results of my tests and other test-related information.

### **3. BIOMETRIC TIME CLOCK NOTICE**

PSSI utilizes facial recognition technology software through the Asure Software ("Asure") time collection device manufactured by Grosvenor Technology (the "time clock"). The time clock is utilized in conjunction with the AsureForce® time and attendance services to more efficiently capture time collection as well as effectively prevent buddy punching and other deceptive team member practices. These products create a geometric facial biometric scan (a "face scan") of a person's facial features, like the distance between the eyes, nose and ears, based on a photo submitted to us through the use of these products. The photo and face scan are submitted to Asure solely in connection with such person's employment with PSSI. Asure collects, uses and stores these photos and face scans on our behalf to validate and authenticate our team member's time punch (in and out). All transmission of face scans are encrypted and PSSI/Asure cannot use a face scan to recreate an image of any person.

Our Biometric Privacy Notice and Consent Form ("Policy") applies to persons in jurisdictions with Biometric Data Privacy Laws. Our Policy applies to our team members residing in jurisdictions with biometric data privacy laws which at the time of this publication include Illinois and Texas, or any future jurisdiction that adopts such a

law. The purposes of this Policy are to inform our team members residing in such states who use the time clock in connection with their employment with PSSI about the following facts:

- a biometric identifier (face scan) is being collected on the time clock and stored by Asure on behalf of PSSI, which PSSI may access by connecting to Asure's secured server;
- Asure and PSSI collects, uses and stores this information solely in connection with your employment with PSSI;
- the purpose for Asure's collecting this information is to provide time and attendance services to PSSI that improves time collection, and to prevent buddy punching and other deceptive team member practices within PSSI's organization;
- Asure and PSSI collects, uses and stores this information for an individual team member for the period of time as directed required under applicable law. Asure will retain this information for as long as needed to fulfill the purposes outlined above or for up to three (3) years after a team member's termination from PSSI, whichever comes first;
- Asure and PSSI may disclose, redisclose or disseminate a person's face scan in limited ways as permitted under applicable law such as with the person's consent, the disclosure or redisclosure is required by state or federal law or municipal ordinance; the disclosure is required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction, or the disclosure is consistent with our general Privacy Policy (and permitted under applicable law).
- Asure and PSSI will not sell, lease, trade, or otherwise profit from a team member's face scan or biometric information;
- Asure and PSSI will store, transmit, and protect from disclosure all biometric identifiers and biometric information using reasonable standard of care within industry standards that are the same or more protective than the manner in which Asure and PSSI stores, transmits, and protects other confidential information.

In signing this form, you are authorizing PSSI and Asure or their agents to use your biometric information for the purpose described herein. If you wish to withdraw your consent at any time, this must be done in writing and sent to the PSSI at the following address: Vice President, Human Resources; 3681 Prism Lane, Kieler, WI 53812.

#### **4. WAGE DEDUCTION AUTHORIZATION AGREEMENT**

I understand and agree that PSSI, may deduct money from my pay from time to time for reasons that fall into the following categories:

1. my share of the premiums for the PSSI's group medical/dental plan;
2. any contributions I may make into a retirement or pension plan sponsored, controlled, or managed by PSSI;
3. installment payments on loans or wage advances given to me by PSSI, and if there is a balance remaining when I leave PSSI, the balance of such loans as allowed by applicable laws;
4. if I receive an overpayment of wages for any reason, repayment to PSSI of such overpayments (the deduction for such a repayment will equal the entire amount of the overpayment, unless PSSI and I agree in writing to a series of smaller deductions in specified amounts);
5. the cost of repairing or replacing any PSSI supplies, materials, equipment, money, or other property that I may damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from PSSI during my employment (except in the case of misappropriation of money by me, I understand that no such deduction will take my pay below minimum wage, or, if I am a salaried exempt team member, reduce my salary below its predetermined amount); and
6. administrative fees in connection with court-ordered garnishments or legally-required wage attachments of my pay, limited in extent to the amount or amounts allowed under applicable laws;

I agree that PSSI may deduct money from my pay under the above circumstances, or if any of the above situations occur in compliance with the laws of the State where I work. I further understand that PSSI has stated its intention to abide by all applicable federal, state, and local wage and hour laws.

### **5. RIGHT OF PUBLICITY RELEASE**

I hereby grant to PSSI the absolute and irrevocable right and unrestricted permission to use my name, likeness, image, voice, and/or appearance as such may be embodied in any photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of PSSI or its partners. I agree that PSSI has complete ownership of such material and can use said material for any purpose consistent with PSSI's mission. These uses include, but are not limited to, videos, publications, advertisements, news releases, Web sites, and any promotional or educational materials in any medium. I acknowledge that I will not receive any compensation for the use of such images, video, likeness, etc. I hereby release and discharge PSSI, and its agents, representatives and assignees from any and all claims and demands arising out of or in connection with the use of my name, likeness, image, voice and/or appearance, including any and all claims for invasion of privacy, right of publicity, misappropriation or misuse of image, and/or defamation. I represent that I am over the age of eighteen (18) years and that I have read the foregoing and fully understand its contents. This release shall be binding upon me, my heirs, legal representatives, and assigns. No modification of this agreement shall be of any effect unless it is made in writing and signed by all of the parties to the agreement.

### **6. AUTHORIZATION AGREEMENT FOR ELECTRONIC PAY STUBS AND W-2 FORMS**

By signing below, I hereby authorize Packers Sanitation Services, Inc., Ltd. ("PSSI" or "Company") to submit my pay stub and W-2 to me electronically. I understand it is my responsibility to: (1) register online at [www.myadp.com](http://www.myadp.com) to access this information; and (2) review my pay stub to verify that it is accurate (e.g., team member name, address, hours worked, pay rate, gross wages, deductions, contributions, and net pay, etc.). I acknowledge, that I am solely responsible for the privacy of my ADP account and for maintaining the confidentiality of my user ID, password, phone number, and email account information.

I also understand I will no longer receive a paper copy of my pay statement unless I complete and return an Authorization Agreement for Paper Pay Stubs and W-2, which can be requested by contacting the Corporate Payroll Department at 888-871-6335.

By signing below, I acknowledge that I have read, understand, and agree to abide with the following policies/agreements: (1) Confidentiality Agreement; (2) Drug and Alcohol Testing; (3) Biometric Time Clock Notice; (4) Wage Deduction Authorization; (5) Right of Publicity Release and (6) Authorization Agreement for Electronic Pay Stubs and W-2 Forms.

---

Team Member Name (Please Print)	Emp. #	Plant Name/#	Dept. #
---------------------------------	--------	--------------	---------

---

Team Member Signature	Date
-----------------------	------



## ATTACHMENT A

### **MUTUAL ARBITRATION AGREEMENT**

The undersigned team member (“team member”) and Packers Sanitation Services, Inc. Ltd. (the “Company” or “PSSI”) voluntarily and knowingly enter into this Mutual Arbitration Agreement (“Agreement”):

1. Except as provided below, team member and the Company both agree all legal disputes and claims between them, including without limitation those relating to team member's employment with the Company or any separation therefrom and claims by team member against the Company's parents, subsidiaries, affiliates, directors, team members, or agents, shall be determined exclusively by final and binding arbitration before a single, neutral arbitrator as described herein. Claims subject to arbitration under this Agreement include without limitation any and all claims for discrimination, harassment, or retaliation; wages, overtime, benefits, or other compensation; breach of any express or implied contract; violation of public policy; and negligence or other tort claims including defamation, fraud, and infliction of emotional distress. Except as provided below, team member and the Company voluntarily waive all rights to trial in court before a judge or jury on all legal claims between them.
2. The only legal disputes and claims excluded from this Agreement are: (a) claims by team member for workers' compensation, unemployment, or other benefits under a plan or program that provides its own process for dispute resolution; (b) claims for which this Agreement would be invalid as a matter of law; (c) actions to enforce this Agreement, compel arbitration, or enforce or vacate an arbitrator's award under this Agreement; (d) a claim or charge filed with a federal, state, or local administrative agency such as the Equal Employment Opportunity Commission, National Labor Relations Board, Department of Labor, or similar agency; (e) an action by either party seeking a provisional remedy in any court of competent jurisdiction; (f) claims asserted by team member prior to his or her execution or deemed acceptance of this Agreement as provided herein; and (g) claims asserted on team member's behalf by another individual if and only if such a claim was the subject of a motion to certify a class or collective action and such motion was filed prior to team member's execution or deemed acceptance of this Agreement as provided herein. As to subparagraph (c) above, the parties hereby agree and stipulate that such actions and this Agreement are covered and governed by Section 2 of the Federal Arbitration Act and not any state law. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.
3. As referenced above, by agreeing to submit the described claims to binding arbitration, team member does not waive the right to file an administrative complaint with the appropriate administrative agency but does knowingly and voluntarily waive the right to file, or participate or obtain relief in, a court action of any nature seeking money damages or injunctive relief against the Company, except as described above. Additionally, team member knowingly and voluntarily waives the right to seek or recover money damages of any type pursuant to any administrative complaint and instead may seek such relief only through arbitration under this Agreement.
4. A party wishing to initiate arbitration must notify the other party in writing by hand delivery or certified mail. The notice must identify the party requesting arbitration by name, address, and telephone number; describe the facts upon which the claim is based, the persons involved, and the date and location of any occurrences giving rise to the claim; and describe the remedy requested. Notice to the Company must be sent to:

Vice President, Human Resources  
 3681 Prism Lane  
 KIeler, WI 53812

Notice to team member must be sent to team member's most recent residence address reflected in the Company's employment records.

5. Within 30 days of receipt of a notice of arbitration, the parties shall select a mutually agreeable arbitrator. The arbitration shall be held in or near the city in which team member is or was last employed by the Company. To the maximum extent permitted by law and except as noted herein, the arbitrator selected by the parties shall administer the arbitration according to the Employment Arbitration Rules (or successor rules) of the American Arbitration Association ("AAA") and Federal Rule of Civil Procedure 68 ("Offer of Judgment"). These rules can be found at [www.adr.org](http://www.adr.org) and [http://www.law.cornell.edu/rules/frcp/rule\\_68](http://www.law.cornell.edu/rules/frcp/rule_68), respectively, or requested from the Company. If AAA's rules are inconsistent with this Agreement, the terms of this Agreement shall govern. If the parties are unable to agree on an arbitrator, the party requesting arbitration shall submit the matter to AAA, and an arbitrator shall be selected pursuant to AAA's rules.
6. The parties shall have the right to file dispositive motions and post-hearing briefs. The arbitrator's authority and jurisdiction shall be limited to determining the matter in dispute consistent with controlling law and this Agreement. Except as otherwise provided herein, the arbitrator shall apply, and shall not deviate from, the substantive law of the state in which the claim(s) arose and/or federal law, as applicable. The arbitrator shall have the same authority to order remedies (e.g., emotional distress damages, punitive damages, equitable relief, etc.) as would a court of competent jurisdiction. The arbitrator shall not have the authority to hear disputes not recognized by existing law and shall dismiss such claims upon motion by either party in accordance with the summary judgment standards of the applicable jurisdiction. Similarly, the arbitrator shall not have the authority to order any remedy that a court would not be authorized to order. The arbitrator shall render a written award setting forth the arbitrator's findings of fact and conclusions of law. Except as noted in the following paragraph, the arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the formation, enforceability, applicability, or interpretation of this Agreement, including without limitation any claim that this Agreement is void or voidable. Thus, except as noted in the following paragraph, the parties voluntarily waive the right to have a court determine the enforceability of this Agreement.
7. **This Agreement prohibits the arbitrator from consolidating the claims of others into one proceeding, to the maximum extent permitted by law. This means an arbitrator shall hear only individual claims and is prohibited from fashioning a proceeding as a class, collective, representative, or group action or awarding relief to a group of team members in one proceeding, to the maximum extent permitted by law.** Any question or dispute concerning the scope or validity of this paragraph shall be decided by a court of competent jurisdiction and not the arbitrator. Should a court determine that the above prohibition on class, collective, representative, or group actions is invalid for any reason, the parties hereby waive any right to arbitration of a class, collective, representative, or group action and instead agree and stipulate that such claims will be heard only by a judge and not an arbitrator or jury. Additionally, the parties agree that if a party brings an action that includes both claims subject to arbitration under this Agreement and claims that by law are not subject to arbitration, all claims that by law are not subject to arbitration shall be stayed until the claims subject to arbitration under this Agreement are fully arbitrated. The parties further agree that in such a situation, the arbitrator's decision on the claims subject to arbitration, including any determinations as to disputed factual or legal issues, shall be entitled to full force and effect in any separate lawsuit on claims that by law are not subject to arbitration.
8. The Company shall pay all costs unique to arbitration (as compared to the costs of adjudicating the same claims before a court), including the regular and customary arbitration fees and expenses.

However, if team member is the party initiating the claim, team member shall be responsible for contributing an amount equal to the filing fee to initiate the claim in the court of general jurisdiction in the state in which team member is or was last employed by the Company. Except as provided in Federal Rule of Civil Procedure 68, each party shall pay its own attorneys' fees and any costs that are not unique to the arbitration (*i.e.*, costs that each party would incur if the claim(s) were litigated in a court such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, *etc.*). Any dispute as to whether a cost is unique to arbitration shall be resolved by the arbitrator. The arbitrator may award reasonable fees and costs or any portion thereof to the prevailing party to the same extent a court would be entitled to do so, in accordance with applicable law.

9. This is the complete agreement between the parties on the subject of arbitration and supersedes any other understandings on the subject. No representations, oral or written, are being relied upon by either party in executing this Agreement, other than those contained herein. This Agreement shall remain in effect even after the termination of team member's employment with the Company. If any provision of this Agreement is deemed invalid or unenforceable, such provision shall be modified automatically to the minimum extent necessary to render the Agreement valid and enforceable. If a provision conflicts with a mandatory provision of applicable law, the conflicting provision shall be severed automatically and the remainder of the Agreement construed to incorporate the mandatory provision. In the event of such automatic severance and modification with respect to a particular provision, the remainder of this Agreement shall not be affected. Similarly, should a court or arbitrator determine that arbitration pursuant to this Agreement is unavailable for any reason, the parties hereby waive any right to a jury and instead agree and stipulate that the claim(s) at issue will be heard only by a judge. This Agreement shall be construed as a whole, according to its fair meaning, and not for or against any party.
10. Team member may opt-out of this Agreement by delivering, within 30 days of the date this Agreement is provided to team member, a completed and signed Opt-Out Form to the Company's Vice President, Human Resources officer at the Company's headquarters whose address is noted in Paragraph 4. An Opt-Out Form is available from Human Resources upon request. If team member does not deliver the executed form within 30 days, and if team member accepts or continues employment with the Company after that date, he or she shall be deemed to have accepted the terms of this Agreement.
11. Team member warrants and agrees that he or she has read and understands this Agreement and has consulted with an attorney of team member's own choosing regarding the effect of this Agreement to the extent Team member deems necessary. By signing this Agreement, team member acknowledges that he or she is knowingly and voluntarily waiving the right to file a lawsuit relating to team member's employment with the Company as well as the right to resolve disputes in a proceeding before a judge or jury, except as described above. Team member further acknowledges and agrees that this Agreement, while mutually binding upon the parties, does not constitute a guarantee of continued employment for any fixed period or under any particular terms except those contained herein and does not alter in any way the at-will nature of team member's employment relationship.

---

Team Member Name (Please Print)	Emp. #	Plant Name/#	Dept. #
---------------------------------	--------	--------------	---------

---



---

Team Member Signature	Date
-----------------------	------

---



## ATTACHMENT B

**RELEASE AND WAIVER OF LIABILITY**

1. **Release & Waiver:** For and in consideration of being permitted to perform work or services or provide materials at the direction of Packers Sanitation Services, Inc., Ltd. or Packers Sanitation Services, LTD., LLC. (collectively “PSSI”) on the property of independent customers not associated with PSSI, I hereby voluntarily release, discharge, waive and relinquish any and all claims or actions for negligence causing personal injury, death or other damage which I may have against PSSI’s Customer, their officers, directors, agents, team members, insurers, successors and assigns (collectively “Customer”), or which may hereafter accrue to me, as a result of my performance of work or services on the Customer’s property.
2. **Assumption of Risk:** I understand that performance of work or services on the Customer’s property can result in personal harm, loss, damage, injury, or death. I accept these risks on behalf of myself and on behalf of my heirs, executors, and assigns. I understand that PSSI’s Customer does not warrant or guarantee that the physical location of their premises is safe or that any equipment to be sanitized or cleaned is in good and proper working order. It is my sole and personal obligation to ensure that the premises and equipment are safe and appropriate.
3. **Sole and Exclusive Remedy:** I understand that my sole and exclusive remedy for a work-related accident or injury on the premises of a Customer will be through PSSI’s Workers’ Compensation insurance program or through a claim against PSSI as specified by the laws in the State where the services are rendered.
4. **Beneficiary of Agreement:** This Agreement is made solely for the benefit of PSSI’s Customer and no other person shall have any right, benefit or interest under or because of this Agreement, except as specifically provided herein.
5. **Indemnification:** I agree to indemnify and hold PSSI harmless from any and all claims, demands or other liabilities arising out of or in any way connected with any negligence claim that I file against a PSSI Customer that triggers a duty to defend or indemnify the Customer through a contractual agreement between PSSI and the Customer.
6. **Severability:** The details of this Agreement are distinct and severable from each other. If any provision or any part of any provision of this Agreement is held invalid or unenforceable by any court, such holding shall not affect the validity or enforceability by any court such holding shall not affect the validity or enforceability of any other provision hereof, all of which shall remain in full force and effect.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily. I am fully aware of the legal consequences of signing this agreement and have been afforded the opportunity to seek legal counsel regarding the same. By signing below, I understand I am waiving certain rights and assuming the risk of damage for my performances of services.

---

Team Member Name (Please Print)

Emp. #

Plant Name/#

Dept. #

---

Team Member Signature

Date



## Table of Contents

MISSION STATEMENT .....	I
ACKNOWLEDGEMENT OF RECEIPT .....	II
AUTHORIZATIONS, CONSENTS AND ACKNOWLEDGMENTS .....	IIV
MUTUAL ARBITRATION AGREEMENT .....	VIII
RELEASE AND WAIVER OF LIABILITY .....	XIII
Welcome .....	1
Purpose of this Team Member Handbook .....	2
Let's Communicate .....	3
Additional Contact Information .....	4
I. INTRODUCTORY POLICIES .....	5
Introductory Period .....	5
Equal Employment Opportunity .....	5
Requests for Accommodation .....	5
Policy against Unlawful Harassment and Discrimination .....	6
WHAT SHOULD YOU DO IF YOU FEEL YOU ARE OR HAVE BEEN HARASSED .....	7
Policy against Retaliation .....	8
Team member Classification .....	9
Full-Time Team members .....	9
Part-Time Team members .....	9
Temporary Team members .....	9
Non-Exempt Team members .....	10
Exempt Team members .....	10
Immigration Compliance .....	10
Background Screening .....	11
Job Transfer Policy .....	11
Re-Hire Policy .....	12
Disease Policy .....	12
Employment of Minors .....	16
II. WHAT YOU CAN EXPECT FROM US .....	17
The Company Benefits .....	17
Your Pay .....	17
Expense Policy .....	17
Payroll Deduction .....	18
Timekeeping Procedures .....	18
Overtime and Work Schedule .....	21
Paid Holidays .....	21
Paid Vacation .....	22
Bereavement Leave .....	23
Health/Dental/Vision Insurance .....	23
Life Insurance .....	24
Workers' Compensation Insurance .....	24
401(k) Retirement Savings Plan .....	24
COBRA .....	25
Layoff .....	25
Unemployment Compensation Insurance .....	26
Civic Duties .....	26
Family and Medical Leave Act .....	27
Military-Related FMLA Leave .....	32
Interaction with State Military Leave Laws .....	33

Military/Uniformed Service Leave .....	33
Non-FMLA Leave .....	34
Other Legally Protected Absences .....	35
Lactation Leave .....	36
Outside Activity During Disability .....	36
Wage and Hour Compliance .....	36
<b>III. WHAT WE EXEPCT OF YOU .....</b>	<b>37</b>
The Company Policies.....	37
Progressive Discipline Process .....	37
Basic Work Rules .....	37
Specific Work Rules.....	40
Absenteeism and Tardiness .....	40
Alcohol and Drug Policy .....	42
Basic Workplace Safety & Discipline.....	45
Bulletin Boards .....	46
Cellular Phones, PDAs, and Other Handheld Electronic Devices .....	46
Recording Devices.....	46
Safety Issues for Handheld Devices .....	47
Special Responsibilities for Managerial Staff .....	47
The Company Equipment.....	47
Communications Equipment .....	47
Social Media Policy .....	51
Supplies and Equipment .....	53
The Company Relationships Policy .....	54
Confidentiality.....	54
Corporate Entry Cards .....	55
Employment of Relatives .....	55
Hazardous and Toxic Materials.....	56
Housekeeping .....	56
Meetings .....	56
Off-Duty Social and Recreational Activities.....	56
Outside Employment .....	56
Personal Appearance and Behavior.....	57
Personal Telephone Calls and Visits .....	57
Personnel Records .....	57
Workplace Violence/Weapons .....	58
Termination of Employment .....	59
New Health Insurance Marketplace Coverage .....	61

## Welcome

On behalf of Packers Sanitation Services Inc., we would like to take this opportunity to welcome you. We are pleased that you have joined us and look forward to working with you.

Our management philosophy is one of respect for the abilities, contributions and rights of the individual team member. We strive to create an atmosphere where ideas and opinions are openly expressed.

We hope you will find satisfaction in your work and enjoy being a part of a progressive, team-oriented organization. We're delighted you have joined us!

Sincerely,



Dan Taft, CEO

Packers Sanitation Services, Inc. Ltd.

## **Purpose of this Team Member Handbook**

This handbook is designed to acquaint you with Packers Sanitation Services, Inc., Ltd. (“PSSI” or “The Company”) and give you a reference to answer many of your questions regarding your employment with us.

The contents of this handbook, however, constitute only a summary of the team member benefits, personnel policies, and employment regulations in effect at the time of publication. Other than the at-will and arbitration agreements contained in the handbook and the team member acknowledgment and agreement; this handbook should not be construed as creating any kind of “employment contract,” since the Company has the ability to prospectively add, change, delete or modify, policies, benefits, wages, policies and all other working conditions as it deems appropriate without obtaining another person’s consent or agreement.

As provided in the team member Acknowledgment and Agreement, nothing in this handbook creates or is intended to create a promise or representation of continued employment for a definite term. Employment at the Company is employment at-will and may be terminated at the will of either the Company or the team member. Any lawful agreement that changes your at-will employment status must be explicit, in writing, and signed by an Employer Executive. Your at-will employment is not intended to interfere with, limit, or relinquish your right to engage in any of the rights guaranteed by Section 7 of the National Labor Relations Act. Moreover, nothing in this handbook is intended to unlawfully restrict your right to engage in any of the rights guaranteed by the National Labor Relations Act.

This handbook shall supersede any and all prior handbooks, written documents or oral representations that contradict the at-will nature of your employment.

The Company complies with all applicable state laws in the states where the Company does business. To the extent that any provision of this Handbook conflicts with a provision of the law, the Company will comply with the applicable state or local law(s).

## **Let's Communicate**

### **Team Member Relations Philosophy**

We are dedicated to continuing what we believe to be an excellent team member relations program. We will do our best to maintain good working conditions, competitive wages and benefits, open communications, and team member involvement. Over the years, the Company has earned a fine reputation in our industry. We know that our reputation is a direct result of the loyalty, commitment, and continued efforts of our team members. We will continue to look to you for ideas about how to improve all areas of our business - in areas like customer service, safety, efficiency, and team member relations.

We are a non-union operation, and we prefer to remain that way. Our status typically allows us to deal directly with our team members - rather than through a third party - and to treat each of you as individuals. We sincerely believe that a crucial part of our success, and of the job security for all of us, is in maintaining cooperative and harmonious relationships between the Company and all team members.

### **IF YOU HAVE A PROBLEM OR NEED TO MAKE A REPORT**

If you have any questions concerning your job or this handbook, you encounter any work-related problems, or need to report unsafe, illegal, or unethical conduct in the workplace, we encourage you to discuss your questions, problems, or reports with us. We cannot address any of your questions, concerns, problems, or reports unless we know about them.

If you have a problem, or need to make a report, please follow the below steps.

STEP 1: If you have a problem or need to make a report, please talk with your **immediate supervisor or site manager** as soon as possible. Please provide specific examples describing your problem or report and share any ideas to improve your situation. Your immediate supervisor is the person responsible for what goes on in your immediate work area and may be in the best position to help you.

STEP 2: If you prefer not to speak with your immediate supervisor or site manager, contact the **Team Member Customer Care Line** through the following:

- Toll Free Customer Care Line: (844) 880-0009
- Web: [WeCare.pssi.co](http://WeCare.pssi.co)

STEP 3: If you have not found resolution through speaking to your supervisor, site manager or the Customer Care Line, contact the **Corporate Human Resources Department** or your **Human Resources Division Manager**. The toll-free number is (888) 871-6335.

We have an open-door policy which is intended to encourage and enable you to raise serious concerns internally so that PSSI can address and correct inappropriate or unlawful conduct and actions. It is the responsibility of all team members to report good faith concerns about any violations or suspected violations of law, regulations, policies, or codes of conduct that govern PSSI's operations.

The Company takes all concerns and problems seriously that are brought to its attention. We will receive a report of each complaint, and will work to address your concern, or resolve your problem, as soon as possible under the circumstances. PSSI may decide in some circumstances that in order to achieve an investigation's objectives, we must maintain the investigation and our role in it in strict confidence. If PSSI reasonably imposes such a requirement and a team member does not maintain such confidentiality, they may be subject to disciplinary action depending on the facts of each matter. PSSI will take the following factors into account when requiring confidentiality: a witnesses' need for protection; a determination, whether evidence is in danger of being destroyed, or whether testimony is in danger of being fabricated; and the need to prevent a cover up.

It is also contrary to the values of PSSI for anyone to retaliate against any team member who, in good faith, reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, suspected fraud, or suspected violation of any regulation governing the operations of PSSI, such as health and safety standards, or who refuses an order to work that violates any law, regulation, policy, or code of conduct. A team member who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. You are encouraged to utilize this procedure without fear of retaliation. However, filing a false or fraudulent claim is a violation of the Company policy, and will result in disciplinary action, up to and including immediate termination.

### **Additional Contact Information**

Mailing Address: Packers Sanitation Services, Inc., Ltd.  
PO Box 340  
Kieler, WI 53812

Phone Numbers: Questions about your pay check or benefits: (888) 871-6335

## **I. INTRODUCTORY POLICIES**

### **Introductory Period**

In order that you and the Company have a fair opportunity to evaluate each other, the first ninety (90) calendar days of employment is a period of training and orientation to the job. This period provides the opportunity to help the team member settle effectively into her/his new role, and ensure he/she achieves the required standards. The Company uses these 90 days to evaluate your qualifications more carefully. Your performance on the job, your attitude, and potential abilities, are all weighted in determining whether your qualifications are best suited to our particular needs. During this introductory period, PSSI may choose to terminate your employment at any time without utilizing the progressive disciplinary procedures. After satisfactory completion of this period of training and orientation to the job, the newly hired individual becomes a regular “at- will” team member with his/her anniversary date being the original employment date. Successful completion of the introductory period does not guarantee employment for any specific duration. Nothing herein alters or changes your employment at-will relationship with the Company.

Former team members who re-apply for work and are hired will be treated as new team members and must serve an orientation period of 90 calendar days.

### **Equal Employment Opportunity**

We are committed to providing equal-employment opportunities to all team members and applicants without regard to race, religion, color, creed, sex, gender, gender identity, national origin, citizenship status, uniform service member status, veteran status, age, genetic information, disability, or any other protected status, in accordance with all applicable federal, state, and local laws. This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment. Violation of this policy will result in disciplinary action, up to and including immediate termination of employment.

### **Requests for Accommodation**

The Company is also committed to complying with the laws protecting qualified individuals with disabilities. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability to the extent required by law, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If you require an accommodation to perform the essential functions of your job, you must notify **your site manager or the Corporate Human Resources Department**. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations that will enable the team member to perform the essential functions of the job.

If you believe that you have been treated in a manner not in accordance with these policies, please notify the Company immediately by speaking to **the Corporate Human Resources Department**. The Company takes all complaints of discrimination seriously. You are

encouraged to utilize this procedure without fear of retaliation.

This policy extends to all aspects of our employment practices, including, but not limited to, recruiting, hiring, discipline, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

### **Policy against Unlawful Harassment and Discrimination**

The Company is committed to providing a work environment that is free of unlawful harassment. In furtherance of this commitment, the Company strictly prohibits all forms of unlawful harassment, which includes harassment on the basis of race, religion, color, sex, national origin, citizenship status, uniform service member status, age, genetic information, disability, or any other category protected by applicable federal, state, and local laws.

The Company's policy against unlawful harassment applies to all team members of the Company, including supervisors and managers. The Company prohibits managers, supervisors and team members from harassing co-workers as well as the Company's customers, vendors, suppliers, independent contractors and others doing business with the Company. In addition, the Company prohibits its customers, vendors, suppliers, independent contractors, and others doing business with the Company from harassing our team members.

Violation of this policy will subject a team member to disciplinary action, up to and including immediate termination.

**Examples of Prohibited Sexual Harassment:** Sexual harassment includes a broad spectrum of conduct. By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include the following:

- Unwanted sexual advances;
- Offering an employment benefit (such as a raise, promotion, or assistance with one's career) in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion, or disciplinary action) for a team member's failure to engage in sexual activity;
- Visual conduct, such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons or posters;
- Verbal sexual advances, propositions, requests or comments;
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations;
- Physical conduct, such as touching, assault, impeding, or blocking movement;
- Physical or verbal abuse concerning an individual's actual sex, or the perception of the individual's sex;
- Verbal abuse concerning a person's characteristics, such as vocal pitch, facial hair, or the size or shape of a person's body, which includes remarks that a male is too feminine, or a woman is too masculine.

Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, the Company strictly prohibits harassment concerning race, color, religion, national origin, age, or other protected characteristic. By way of illustration only, and not limitation, prohibited harassment concerning race, color, religion, national origin, age, or other protected characteristic includes the following:

- Slurs, epithets, and any other offensive remarks;
- Written, verbal, or electronic jokes;
- Threats, intimidation, and other menacing behavior;
- Verbal, graphic, or physical conduct;
- Conduct predicated upon one or more of the protected categories identified in this policy.

If you have any questions about what constitutes harassing behavior, ask your site manager, another member of management or Human Resources.

Harassment of our customers, team members of our customers, vendors, suppliers, or independent contractors by our team members is also strictly prohibited. Such harassment includes the types of behavior specified in this policy, which includes, but is not limited to, sexual advances, verbal or physical conduct of a sexual nature, sexual comments, and gender-based insults. Any such harassment will subject a team member to disciplinary action, up to and including immediate termination.

## **WHAT SHOULD YOU DO IF YOU FEEL YOU ARE OR HAVE BEEN HARASSED**

If you feel that you are being harassed in violation of this policy by another team member, supervisor, manager, or third party doing business with the Company, you must immediately report this incident as follows:

STEP 1: If you have a problem or need to make a report, please talk with your **immediate supervisor or site manager** as soon as possible. Please provide specific examples describing your problem or report and share any ideas to improve your situation. Your immediate supervisor is the person responsible for what goes on in your immediate work area and may be in the best position to help you.

STEP 2: If you prefer not to speak with your immediate supervisor or site manager, contact the **Team Member Customer Care Line** through the following:

- Toll Free Customer Care Line: (844) 880-0009
- Web: WeCare.pssi.com

STEP 3: If you have not found resolution through speaking to your supervisor, site manager or the Customer Care Line, contact the **Corporate Human Resources Department** or your **Human Resources Division Manager**. The toll-free number is (888) 871-6335.

In addition, if you observe harassment by another team member, supervisor, manager or non-team member, please report the incident immediately to the individuals above. Appropriate action will also be taken in response to violation of this policy by any non-team member.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention so we can take necessary steps to address the situation. The Company takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith. The Company will take appropriate disciplinary action for any team members who violate this policy, up to and including termination. Further, any team member who engages in conduct that violates this policy, or whose conduct would violate this policy if allowed to continue, is subject to disciplinary action, up to and including termination.

All complaints of unlawful harassment, which are reported to management, will be investigated as promptly as possible and corrective action will be taken where warranted. The Company prohibits team members from hindering internal investigations and the internal complaint procedure. PSSI may decide in some circumstances that in order to achieve these objectives, we must maintain the investigation, and our role in it, in strict confidence. If PSSI reasonably imposes such a requirement and you do not maintain such confidentiality, you may be subject to disciplinary action, up to and including immediate termination depending on the facts of the matter. PSSI will take the following factors into account when requiring confidentiality: a witnesses' need for protection; a determination, whether evidence is in danger of being destroyed, or whether testimony is in danger of being fabricated; and the need to prevent a cover up.

If harassment continues, you must immediately report it to the Corporate Human Resources Office so the investigation can be reopened and addressed.

## **Policy Against Retaliation**

The Company is committed to prohibiting retaliation against those who report, oppose, or participate in an investigation of alleged wrongdoing in the workplace. By way of example only, participating in an investigation of alleged wrongdoing in the workplace includes, but is not limited to the following:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency that is conducting an investigation of the Company regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Associating with another team member who is engaged in any of these activities;
- Making or filing an internal complaint with the Company regarding alleged unlawful activity;
- Providing informal notice to the Company regarding alleged unlawful activity;
- Filing a good faith claim of worker's compensation;
- Filing a claim for unemployment compensation.

The Company strictly prohibits any adverse action/retaliation against a team member for participating in an investigation of any alleged wrongdoing in the workplace. If you feel that you are being retaliated against, you should immediately contact either your **site manager or the Corporate Human Resources Department by calling (888) 871-6335**. In addition, if you observe retaliation by another team member, supervisor, manager, or non-team member, please report the incident immediately **to your site manager, or the Corporate Human Resources Department by calling (888) 871-6335**.

Any team member determined to be responsible for violating this policy will be subject to appropriate disciplinary action, up to and including termination. Moreover, any team member, supervisor, or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination.

Notwithstanding the foregoing, providing false or misleading information, or omitting material information in connection with any harassment, discrimination, or retaliation claims will result in disciplinary action, up to and including immediate termination.

## **Team Member Classification**

All team members are employed “at-will,” which means that they can be terminated at any time, with or without cause, with or without advance notice, and the team member may resign at any time for any reason as well.

The Company’s current team member classifications are as follows:

### **Full-Time Team Members**

Full-time team members are team members who are normally scheduled to work at least **thirty (30)** hours per week, as determined by the Company in its sole discretion. Full-time team members are eligible for the Company’s benefit package, subject to the terms, conditions, and limitations of each benefit program.

### **Part-Time Team Members**

Part-time team members are team members who are normally scheduled to work fewer than **thirty (30)** hours per week, as determined by the Company in its sole discretion. While part-time team members receive all legally mandated benefits (such as workers’ compensation insurance and Social Security), they are generally ineligible for the Company’s discretionary benefit programs.

### **Temporary Team Members**

Temporary team members are team members who are employed to work on special projects for short periods of time or on a “fill-in” basis. These positions are not intended to be a part of continuing operations. The employment status of temporary team members will not be changed due to an extension of employment in excess of that originally planned. Temporary team members are not eligible for benefits.

## **Non-Exempt Team Members**

Non-exempt team members include all team members who are covered by the overtime provisions of the Federal Fair Labor Standards Act or any applicable state laws.

## **Exempt Team Members**

Exempt team members include all team members who are classified by the Company as exempt from the overtime provisions of the Federal Fair Labor Standards Act and any applicable state laws (e.g., executive, administrative, professional, computer and outside sales exemptions). Exempt team members are expected to engage primarily in the duties outlined in their respective exemption. If you believe you are not primarily engaged in such duties outlined in your job description or believe your position does not meet an exemption based on your assigned duties, please consult with the Corporate Human Resources Department immediately. Your salary is paid to compensate you for all hours worked.

If you have any questions concerning your team member classification, or the benefits for which you qualify, please consult with the Corporate Human Resources Department.

## **Immigration Compliance**

It is the policy of the Company to only hire persons who are authorized to work in the United States. The Company will comply with worker eligibility as outlined in the Immigration and Nationality Act. Every new team member must complete an I-9 on the first day of work or before. Supporting documents must be provided within three days from beginning work. The Company participates in the USCIS E-Verify program, which requires the team member provide a social security number in the course of completing the I-9.

We retain a Form I-9 for all current team members, unless the team member has had continuous employment with us pre-dating November 7, 1986. For terminated team members, the Company will keep the I-9 form on file for at least three years from the date of employment, or for one year after the team member leaves the job, whichever is later. All I-9 forms are retained at the Company headquarters.

The Company complies with the INA's I-9 requirements and demonstrates a "good faith" effort in not knowingly hiring or continuing to employ an illegal alien by doing the following:

- Ensuring all team members timely complete the I-9;
- Examining the form to make sure it is properly completed and legible;
- Following document retention requirements;
- Verifying on the I-9 form the employer has seen original unexpired documents establishing identity and work authorization for all new team members, U.S. citizens, and noncitizens alike;
- Reasonably assessing the document's validity. The Company accepts documents that appear to be genuine and relate to the person presenting them;
- Accepting any valid documents presented by the team member on the "List of Acceptable Documents." We do not ask for more documents than those required, and do not demand to see specific documents;

- Terminating team members who fail to produce the required document(s) or receipt for a replacement document within three business days of the date employment begins.

The Company does not accept photocopied documents for I-9 purposes from the team member. Effective July, 2009, the Company photocopies the original identification documents, and will attach those to the team member's Form I-9.

The Company uses E-Verify to verify new team members, regardless of national origin or citizenship status. By using E-Verify, the Company requires that a Social Security number is listed, a photo identification document is provided, and the I-9 is filled out accurately, and properly signed and dated.

The Company regularly conducts I-9 audits and adheres to a third party I-9 audit when requested by our clients. These audits are intended to verify the compliance of existing I-9 Forms, and uncover problems in procedures that may require correction to help ensure future compliance.

## **Background Screening**

To ensure team members of the Company continue to be qualified, continue to have a strong potential to be productive and successful, further ensure that the Company maintains a safe and productive work environment free of any form of violence, harassment or misconduct, and to determine eligibility for promotion, re-assignment or retention, the Company reserves the right to conduct background screening on all of its team members in accordance with federal and state law.

Should you have any questions regarding the Company's background screening policy, please contact the Corporate Human Resources Department.

## **Job Transfer Policy**

Team members may apply for a transfer opportunity provided they meet the following eligibility requirements:

1. Meet the minimum eligibility requirements the open job that you seek to transfer into.
2. Be able to perform the essential functions of the open job with or without reasonable accommodation.
3. Complete and return a voluntary transfer form to the Human Resources Department.

Team members interested in transferring can contact Human Resources or the hiring manager for additional job information. If the team member so requests, Human Resources will keep their inquiries regarding a posted position confidential.

Transfers typically take effect within 4 weeks, but usually no later than 6 weeks, after a team member's acceptance of an open position. Factors such as the urgency to fill the position, status of the team member's present workload, and difficulty in filling the team member's present position are to be considered in determining a transfer date.

The Company may require team members to transfer to specific positions based on business needs and conditions.

### **Re-Hire Policy**

Generally, former team members of the Company who left in good standing are eligible for immediate rehire. A former team member whose employment was involuntarily terminated or who resigned in lieu of termination for such reasons is ineligible for re-employment for a minimum period of six-months. After a six-month break in service, a team member who has been involuntary terminated may be considered for employment unless the team member had been terminated for gross misconduct to be determined in the sole discretion of PSSI.

### **Disease Policy**

Many diseases are contagious and can be transmitted between humans, even before symptoms develop. The best way to prevent the spread of contagious diseases is through good hygiene, and for the affected person(s) to stay home and away from work, school, and other people until the disease has run its course.

Due to PSSI's work around food product, we need to be made aware of any communicable diseases including, but not limited to: Chicken Pox, Mumps, Measles, Tuberculosis, Avian Flu, Hepatitis A, Noroviruses, Salmonella Typhi, Sapoviruses, Shigella species, Staphylococcus aureus, Streptococcus pyogenes, MRSA, and Scabies. You must also report to us if you have diarrhea, vomiting, open skin sores, boils, fever, or jaundice so that preventative measures or accommodations may be made to decrease the chance of contamination.

Our policy on contagious disease states if a team member is sick due to one of the contagious diseases listed above, that person should not be at the worksite, and they will be given an excused absence until they are no longer contagious. Team members are required to provide a doctor's note and/or fit for duty form before returning to work. Anyone attempting to come to work while still contagious is in violation of the Company policy, and will be subject to disciplinary action, up to and including termination. In considering disciplinary action under this policy, the Company will engage in the interactive process and consider reasonable accommodations for team members who might be disabled under the ADAAA or any relevant state, local, or municipal legislation.

The Company is in the business of providing sanitation services to our clients to help them produce the highest quality, safest, and most sanitary foods available today. It is our duty as subcontractors to ensure our work force is healthy while working in their facility.

### **Pandemic Policy**

#### **Purpose**

Packers Sanitation Services, Inc. Ltd, ("PSSI" or "Company") strives to provide a safe and healthy workplace for all team members. This pandemic policy outlines our overall response to a pandemic outbreak and our emergency preparedness and business continuity plan. It outlines specific

steps PSSI takes to safeguard team members' health and well-being during a pandemic while ensuring PSSI's ability to maintain essential operations and continue providing essential services to our customers. In addition, it provides guidance on how PSSI intends to respond to specific operational and human resource issues in the event of a pandemic.

### **Pandemic Defined**

According to federal Centers for Disease Control ("CDC"), the Occupational Safety and Health Administration ("OSHA"), and other organizations that monitor public health threats, a pandemic is a global outbreak of disease that occurs over a wide geographic area and affects an exceptionally high proportion of the population. A pandemic will be declared by PSSI management, in conjunction with the CDC and local health and human services department.

Pandemic viruses/diseases pose the most serious global threats to public health and our economy. It conceivably can cost billions of dollars in productivity losses resulting from absenteeism, payouts of sick leave or workers' compensation, and lost sales; disrupt transportation and communication services on which we all depend; and impede delivery of necessary goods and services. Inability to predict when such a disease might strike and with what severity makes it incumbent on PSSI to consider how our business might be affected and to articulate what needs to be done to respond to an outbreak.

### **Identification of Essential Personnel**

PSSI is identified and designated as an essential employer. We acknowledge, however, that even essential personnel might become ill and unavailable to work. PSSI and our customers have devised and agreed on back-up arrangements, as well as, equip our team members with necessary resources including, but not limited to, Personal Protective Equipment ("PPE") and social distancing measures.

### **Remote Work Locations (Corporate)**

PSSI acknowledged that during a pandemic, local, state, or federal authorities might prohibit or severely curtail individuals' access to and use of public services and public transportations close or prevent access to building or public highways isolate or quarantine buildings' occupants and prevent inner- or intrastate delivery of goods and services.

We cannot predict and have no control over such authorities' actions and acknowledge our legal duty to comply with outside authorities' directives.

We are prepared to continue key operations from a number of remote work locations, including essential team members' home offices. We have installed resources necessary for off-site telecommuting operations. In addition, we have designated a secure Web site through which essential

personnel can communicate with each other and outside authorities.

### **Pandemic Remote Work Policy**

In the event a pandemic is declared, team members will be promptly notified by their direct supervisor/manager. If the position allows for it, PSSI will provide team members with the necessary technology and equipment that allows them to complete the essential functions of their job remotely.

### **Office Closure due to Outbreak**

All team members will be notified by their direct supervisor/manager of office closures and procedures that will take place due to outbreak. Team members will be asked to stay home until the office is cleared to open. If a team member cannot make it into work when the office is cleared to open, they are to inform their direct supervisor/manager immediately. If the position allows for it, team members may complete the essential functions of their job remotely and will be paid for hours worked only.

### **School Closure due to Outbreak**

Team members will be asked to notify their direct supervisor/manager in the event their child's school closes due to outbreak. If team members need to stay home with their child during this closure, they will be authorized to work remotely to complete the essential functions of their job if the position is authorized to do so and will be paid for hours worked only.

### **City/Local Travel Closure/Restrictions due to Outbreak**

All team members will be responsible for notifying their direct supervisor/manager in the event they are unable to come to work due to city closure/restrictions. All team members will be asked to stay home until the city ordinance has been lifted. If a team member cannot make it into work when the closure/restriction is lifted, they are to inform their direct supervisor/manager immediately. If the position allows for it, team members may complete the essential functions of their job remotely and will be paid for hours worked only.

### **Time Keeping Procedures when Working Remotely**

Hourly team members authorized to work remotely on a Company issued device, will be expected to accurately record their hours in the timekeeping system, with details of work performed. Unless approved by your direct supervisor/manager, hours may only be worked during the closure. Hours worked that are not pre-approved by your direct supervisor/manager are subject to progressive disciplinary action, up to and including termination.

Salary team members authorized to work remotely on a Company issued device, will be

responsible for completing all tasks assigned and attending conference calls as scheduled. Please note that not all positions offer the ability to work remotely.

If the office opens within the same pay period, team members may choose to do the following during the current work week: (1) make up hours as scheduling allows, (2) voluntarily choose to use vacation time for hours not worked, or (3) take unpaid time off work.

### **Infection-Control Measures**

PSSI takes numerous steps to minimize the practicable exposure to and spread of infection in the workplace, which is an ideal site of contagion because of worker's close proximity to one another. As appropriate, PSSI recommends measures that team members can take to protect themselves outside the workplace and encourages all workers to discuss their specific needs with a family physician or other appropriate health or wellness professional.

PSSI expects team members who contract the virus/disease or have been exposed to the virus/disease to contact their manager immediately before returning to work and seek medical attention as necessary

### **Pandemic Leave Policy**

#### **Confirmed Case**

In the event a pandemic is declared, PSSI grants immediate administrative leave to team members as follows:

- Team member is confirmed to be infected with the illness
- Team member's immediate family member or a member of your household is confirmed to be infected with the illness
  - Immediate family member is defined as spouse, domestic partner, child, father, other, sister, or brother

Team members will be required to provide written document from a medical care provider confirming their need for the time off due to the illness. A valid doctor's note must include the following information:

1. Date of Visit
2. Estimated time off
3. Confirmation of pandemic illness diagnosis
4. Follow up appointments if necessary
5. Doctor's signature and date

If the note does not contain the above information, the absence may be considered unexcused and unpaid until a corrected doctor's note is received. Anyone attempting to come to work while

knowingly still contagious is in violation of the Company policy, and will be subject to disciplinary action, up to and including termination. In considering disciplinary action under this policy, the Company will engage in the interactive process and consider reasonable accommodations for employees who might be disabled under the ADAAA or any relevant state, local, or municipal legislation.

Team members eligible for the Company's Short-Term Disability ("STD") and/or Long-Term Disability ("LTD") plan may qualify for STD/LTD benefits due to illness. Team members should contact the Benefits Department for more information. All plan provisions for STD/LTD will apply.

### **Family Medical Leave Act ("FMLA") and Non-FMLA**

Team members confirmed to be infected with illness or are absent from work to care for an immediate family member confirmed to be infected with the illness, may be eligible for FMLA or Non-FMLA. Team members should notify the Corporate Human Resources department as soon as possible for the need for leave. See employee handbook to review FMLA and Non-FMLA policies.

Abuse of the pandemic leave policy may lead to progressive disciplinary action, up to and including termination. The Company reserves the right to review and make changes to the Pandemic Policy without notice, due to updated pandemic conditions.

### **Confidentiality/Privacy**

Except for circumstances in which the Company is legally required to report workplace occurrences of communicable disease, and/or the individual provides a written authorization to disclose his or her diagnosis to coworkers, the confidentiality of all medical conditions will be maintained in accordance with applicable law and to the extent practical under the circumstances. When it is required, the number of persons who will be informed that an unnamed employee has tested positive will be kept to the minimum needed to comply with reporting requirements and to limit the potential for transmission to others. The Company reserves the right to inform other employees that an unnamed co-worker has been diagnosed with the pandemic illness/disease if the other employees might have been exposed to the disease so the employees may take measures to protect their own health. The Company also reserves the right to inform subcontractors, vendors/suppliers or visitors that an unnamed employee has been diagnosed with pandemic illness/disease if they might have been exposed to the disease so those individuals may take measures to protect their own health.

### **Employment of Minors**

It is the policy of the Company not to employ Minors for any position. In no event, will the Company employ any person under the age of eighteen (18).

## **II. WHAT YOU CAN EXPECT FROM US**

### **The Company Benefits**

The Company provides the benefits listed below to eligible team members. The Company reserves the right to terminate or modify these plans at any time, for any reason, with or without notice to team members.

#### **Your Pay**

We distribute paystubs electronically on a weekly basis each Friday, unless state law indicates otherwise. Team members should review and verify pay information on a regular basis so any necessary changes can be made as soon as possible. Any questions about the amount of your pay or deductions should be brought to the attention of the **Corporate Payroll Department** immediately by calling (888) 871-6335. Team members who have lost their paper paycheck must immediately report the loss to their Site Manager. The team member will be responsible for any charges incurred for stop-payment process by the bank unless otherwise prohibited by law.

Team members who would like their paychecks directly deposited into a bank account of their choosing should request a direct deposit form from their Site Manager. The Company encourages direct deposit to ensure timely delivery of payroll in the event of unseen problems in the mail delivery.

The workweek starts on Monday at 3:00 a.m. and runs through Monday at 2:59 a.m.

For upper management-level and Corporate Office staff, the pay period is on a biweekly schedule, and payday is every other Friday.

#### **Expense Policy**

Certain Company team members may be authorized to incur reimbursable expenses on behalf of the Company. All such expenses must be pre-approved by the Company.

Moreover, all expenses must be documented with receipts. Only those pre-approved expenses incurred on behalf of the Company for legitimate business purposes will be reimbursed. Reimbursement forms with receipts or other substantiating documentation should be submitted within 120 days or the reimbursement will be forfeited unless otherwise prohibited by law. Reimbursements will be issued promptly, but in no case later than 60 days following the approval of the expense.

Reimbursements under this policy are intended to comply with Internal Revenue Code Section 409A and all provisions of this Policy shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. The Company will not be liable for any taxes or penalties on any reimbursements.

Any team member who abuses this policy by submitting fraudulent expenses, or otherwise, will be subject to disciplinary action up to and including termination of employment.

## Payroll Deduction

Normal payroll deductions for federal and state income tax, FICA, and Medicare will automatically be deducted from a team member's paycheck based on information they provide to the Company. Other payroll deductions required or permitted by law (e.g., garnishments and child support) will also be made when appropriate and as authorized by the team member where required.

## Timekeeping Procedures

PSSI utilizes facial recognition technology software through the Asure Software ("Asure") time collection device manufactured by Grosvenor Technology (the "time clock"). The time clock is utilized in conjunction with the AsureForce® time and attendance services to more efficiently capture time collection as well as effectively prevent buddy punching and other deceptive team member practices. These products create a geometric facial biometric scan (a "face scan") of a person's facial features, like the distance between the eyes, nose and ears, based on a photo submitted to us through the use of these products. The photo and face scan are submitted to Asure solely in connection with such person's employment with PSSI. Asure collects, uses and stores these photos and face scans on our behalf to validate and authenticate our team member's time punch (in and out). All transmission of face scans are encrypted and PSSI/Asure cannot use a face scan to recreate an image of any person.

Our Biometric Privacy Notice and Consent Form ("Policy") applies to persons in jurisdictions with Biometric Data Privacy Laws. Our Policy applies to our team members residing in jurisdictions with biometric data privacy laws which at the time of this publication include Illinois and Texas, or any future jurisdiction that adopts such a law. The purposes of this Policy are to inform our team members residing in such states who use the time clock in connection with their employment with PSSI about the following facts:

- a biometric identifier (face scan) is being collected on the time clock and stored by Asure on behalf of PSSI, which PSSI may access by connecting to Asure's secured server;
- Asure and PSSI collects, uses and stores this information solely in connection with your employment with PSSI;
- the purpose for Asure's collecting this information is to provide time and attendance services to PSSI that improves time collection, and to prevent buddy punching and other deceptive team member practices within PSSI's organization;
- Asure and PSSI collects, uses and stores this information for an individual team member for the period of time as directed required under applicable law. Asure will retain this information for as long as needed to fulfill the purposes outlined above or for up to three (3) years after a team member's termination from PSSI, whichever comes first;
- Asure and PSSI may disclose, redisclose or disseminate a person's face scan in limited ways as permitted under applicable law such as with the person's consent, the disclosure or redisclosure is required by state or federal law or municipal ordinance; the disclosure is required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction, or the disclosure is consistent with our general Privacy Policy (and permitted under applicable law).
- Asure and PSSI will not sell, lease, trade, or otherwise profit from a team member's face scan or biometric information;
- Asure and PSSI will store, transmit, and protect from disclosure all biometric identifiers and biometric information using reasonable standard of care within industry standards that are the same or more protective than the manner in which Asure and PSSI stores, transmits, and protects other

confidential information.

In signing this consent form contained in the Authorizations, Consents and Acknowledgments section of this Handbook, you are authorizing PSSI and Asure or their agents to use your biometric information for the purpose described herein. If you wish to withdraw your consent at any time, this must be done in writing and sent to the PSSI at the following address: Vice President, Human Resources; 3681 Prism Lane, Kieler, WI 53812.

## **Procedures**

To punch in, the team member follows two simple steps:

- (1) The first time a team member punches using the AirClock, they will go through a 1 ½ minute onscreen biometric training process.
- (2) Once the team member is trained, they can punch in using their ID number. The system utilizes the face detection and verification algorithms to choose the best image to be submitted to the cloud-based Asure Force system.

## **Missed Punches**

Team members who do not punch in or out at the required time shall do so as soon as possible and then notify their supervisor or manager. If there is a legitimate reason, the supervisor or manager shall notify the appropriate personnel with the pertinent information for correction on the time-keeping software. Simply “forgetting” to clock in and out will not be a legitimate excuse, and may be cause for disciplinary action, up to and including termination.

## **Timekeeping Violations**

Team members may be subject to discipline, up to and including termination, for the following violations:

- Attempt to tamper with timekeeping hardware or software;
- Falsification of information, whether intentional or unintentional;
- Attempt to clock in or out for any other team member;
- Interference with other team members use of any timekeeping equipment or forms;
- Damage, whether intentional or unintentional, to timekeeping equipment;
- Access to any timekeeping software without the express permission of the Site Manager;
- Interference with any investigation concerning any timekeeping issues;
- Attempt to view any other team members' records without their express consent;
- Attempt to download any records from any machine.

## **Timekeeping Dispute Procedure**

In the case of a timekeeping dispute, you should notify your Site Manager immediately (preferably in writing). If no malfunction or other mechanical problem is found with the device in question, and no other evidence can substantiate your claims, the records recorded by the timekeeping device will be considered final.

## Other Timekeeping Rules

Unless otherwise notified, each team member is required to accurately record his or her hours of work for PSSI through an electronic timekeeping system, or a hand-written record where the electronic system is not yet available. Accurately recording all of your time is required in order to be sure that you are paid for all hours worked as required by the wage and hour laws.

“Off-the-clock” work time is not permitted. “Hours worked” is defined by law as all-time a team member is subject to the control of an employer and includes all time that a team member is suffered or permitted to work, whether or not required to do so. Both Exempt and Nonexempt team members are required to record all hours worked on behalf of the Company. If you are ever asked or instructed by a supervisor or manager to work off-the-clock, you are required to immediately report the situation to Human Resources.

Periods you must punch in and out are as follows:

- Punch in immediately before putting on (donning) your personal protective equipment (“PPE”). Once you have punched in, this act starts the continuous workday and you are expected to immediately proceed to your work station once you have completed putting on your PPE.
- Punch out immediately after finishing work before a meal period/lunch break. In plants that disallow PPE in the break area, team members are required to take off (doffing) their PPE before punching out for all rest and meal periods to comply with welfare area procedures or cross contamination issues. In facilities that permit PPE in the break area, team members are not required to take off their PPE before a meal period/lunch break. Team members at these facilities may take off and then get back into their PPE during rest and meal periods, but this doffing and re-donning time is not compensable as PSSI does not require it, and such activity would be purely for the team members’ comfort.
- Punch in before putting your PPE back on in those plants that disallow PPE in the break area and/or before returning to your work station after a meal/lunch period.
- Punch out after taking off your PPE at the end of the workday.

While PSSI recognizes it may take some team members slightly longer to don, doff, and walk than other team members, all team members are expected to don, doff, and walk in a reasonably efficient and timely fashion. Those who fail to do so may be subject to discipline, up to and including termination. In some PSSI facilities, team members may be permitted to don and doff their PPE at home. If this is permitted at your PSSI facility, you may arrive at work in your PPE, and you may depart from work in your PPE. If you choose this option, any time spent donning and doffing the PPE at your home will be non-compensable, as you will not be donning and doffing on-site. Again, this is a purely voluntary choice that you may have depending upon the facility.

Your obligation to accurately record all hours worked does not relieve you of your obligation to obtain advance approval from your site manager before working overtime, or hours beyond your regular work schedule. Therefore, team members must not sign /clock in until ready to start work. Arriving to work and signing /clocking in more than seven (7) minutes before the start of a scheduled shift or signing /clocking out more than seven (7) minutes after the end of a scheduled

shift without prior approval is unacceptable. You are not permitted to punch in early so you may don your PPE and then “wait” for the workday to begin. Team members who work beyond their regularly scheduled work hours, including overtime, or off-schedule hours, without prior authorization by their site manager are subject to disciplinary action, up to and including termination of employment.

Any changes or corrections to your timecard or time record must be initiated by you and your site manager. Under no circumstances may any team member punch or record another team member’s timecard. Any team member or management who alters another team member’s time, tampers with, falsely records time worked or violates any time recording procedure, is grounds for disciplinary action, up to and including termination.

In the event any of the above-mentioned policies conflict with state law, state law will be followed.

## **Overtime and Work Schedule**

Work schedules vary by location; however, team members are informed of their regular work schedule upon hire. Team member schedules may be changed due to the Company’s and customer’s needs.

The Company may periodically schedule overtime or weekend work in order to meet our business needs. We will attempt to give as much advance notice as possible, and we expect that all team members who are scheduled to work overtime will be at work, unless excused by their supervisor. Otherwise, all overtime work must be pre-approved by your supervisor. Team members will be paid for all overtime hours worked; however, working overtime without your supervisor’s approval may result in discipline, up to and including termination.

Your supervisor will inform you of the hours you are to work. Due to changing needs of our customers, your actual work schedule may vary from time to time. If it does, you will be notified by your supervisor. Management retains the right to reassign team members to a different shift and/or area where it is necessary for the efficient operation of the Company.

## **Paid Holidays**

After completion of the introductory period (except as provided below), full-time team members will receive specific holidays, as outlined in the individual plant contract, off with pay (based on regular hours worked per location) any time they fall on a normally scheduled work day for the team member. However, the Company reserves the right to change the schedule or eliminate holidays with or without notice. Paid holidays are *generally* the following:

New Year’s Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

To be eligible for holiday pay, you must work your full scheduled shift before the holiday, and your full scheduled shift after the holiday, unless you are taking a pre-approved vacation on those

days. Holiday pay does not count as “hours worked” for purposes of calculating a team member’s entitlement to overtime during the week in which the holiday occurs.

Some plants may be open on a holiday due to business necessity and/or per their specific sanitation contract. If the plant in which the team member is working does not observe a particular holiday, the team member may not be eligible to receive holiday pay for that specific day. In some cases, team members may have to work on a holiday for business necessity. In those cases, team members will be given as much advance notice as possible if they are required to work on a holiday, although advance notice may not always be possible. Team members asked to work on a holiday will only receive their normal rate of pay for work performed on a holiday.

The Company reserves the right to designate which days will be recognized as paid holidays in lieu of the day on which the holiday may occur. Further, if a holiday falls on a weekend, the Company may choose to issue holiday pay rather than designating an alternative day off. Part-time and temporary team members are not eligible for holiday pay.

Managerial team members will generally not receive additional holiday pay.

## **Paid Vacation**

The Company provides vacation benefits to all regular full-time team members as follows:

Upon completion of year 1 of service	= 1 week
Upon completion of years 2 - 4 of service year	= 2 weeks each year
Upon completion of years 5 - 9 of service	= 3 weeks each year
Upon completion of years 10 - 24 of service	= 4 weeks each year
Upon completion of years 25 or more of service	= 5 weeks each year

The Company will use your anniversary date of hire when determining length of service. Vacation time is not earned until full completion of each year of service, on the team member’s anniversary date of hire. No pro-rated vacation days will be provided for partial years worked, and team members may not use vacation time before it is earned.

Vacation time is given to team members so that they are better able to perform their jobs when they return. For this reason, we require team members to take their vacation and we do not permit team members to take pay in lieu of time off. Vacation time must be used in the anniversary year after which it is earned and may not be carried over past the team member’s next anniversary date unless otherwise prohibited by law. For example, if a team member with two weeks’ vacation as of his or her third anniversary must use the two weeks prior to his or her fourth anniversary date. If a team member fails to take his or her earned vacation time before the team member’s anniversary date in violation of this policy, the team member will lose that unused vacation time unless otherwise prohibited by law.

Vacation requests are due two (2) weeks before the requested time off. The request is reviewed and subject to approval by the Manager. The team member will be notified if the request is denied and will be provided alternate dates to take time off. In addition, team members who are out on a leave of absence do not accrue vacation time while they are on their leave unless otherwise required by law.

We pay accrued but unused vacation pay for the calendar year when a team member leaves the Company. Consult the Human Resources Department for detailed information on how the dollar amount of your vacation pay is calculated and the amount you are entitled to receive given that each plant's scheduled workweek varies, which may impact vacation accruals. The actual dollar amount that a team member receives while on vacation may vary according to the compensation plan and plant of the team member.

### **Bereavement Leave**

All full-time, non-exempt and exempt team members are eligible to receive funeral leave upon completion of three (3) consecutive months of service. In the event of the death of an immediate family member, full-time, team members may be granted a bereavement leave of up to three (3) working days of paid time off to handle family affairs and attend the funeral.

All full-time, team members are eligible to receive funeral leave upon completion of three (3) consecutive months of service. In the event of the death of an extended family member, full-time, team members may be granted a bereavement leave up to three (3) working days paid as follows: One and half (1.5) days paid time off and one and half (1.5) days unpaid time off to handle family affairs and attend the funeral. Additional unpaid time off may be allowed upon manager approval.

Supporting documentation must be submitted to the manager upon returning to work after the services in order to receive payment and/or approval for the time off. Additional unpaid time off may be allowed upon manager approval. For purposes of this benefit, "immediate family" is defined as spouse, domestic partner, child, father, mother, sister, brother, or grandparents and "extended family" is defined as aunts, uncles, and cousins.

Time off granted under this policy will not be counted as hours worked in computing overtime, and will not be paid in addition to any other type of allowed pay for the same days; for example, holiday pay, vacation pay, etc. Time off with pay must be taken consecutively.

### **Health/Dental/Vision Insurance**

*This handbook is not an official plan document for any team member benefit plan and is not intended to provide specific information with regard to the benefits described below. It is also not a guarantee of any benefit described below. If you have any questions about eligibility, benefits, or coverage regarding any of the benefits described below, you should refer to the official plan documents, summary plan descriptions, or insurance policies. If you have any questions, or need assistance, contact Benefits.*

All full-time, team members are eligible for participation in the Company's group health, dental, and vision insurance plans the first of the month following 60 days of service. The Company will from time to time evaluate the costs of the Plan and determine the amount to be contributed by the Company and the amount to be contributed by each covered team member. The team member will pay a specific dollar amount each week for this insurance, depending on the level of coverage chosen. Dependent coverage is also available at the team member's expense through payroll deductions. It is the plan document that ultimately governs your entitlement to benefits. If you were not offered coverage through PSSI and believe you are eligible for insurance, you must

contact PSSI Benefits at 888-871-6335. PSSI Benefits will be able to tell you if you are an eligible team member and will help you obtain enrollment information and answer any questions you have about the enrollment process.

Team members who do not enroll during their initial eligibility period will have the opportunity to enroll during the Open Enrollment Period, which occurs annually. This is the only time team members may cancel or change coverage elections, other than a qualifying event (marriage, birth, divorce, death, reduction of hours, or entitlement to other coverage). Open Enrollment dates are determined on a year- to-year basis.

Consult the applicable plan document for all information regarding eligibility, coverage and benefits.

### **Life Insurance**

A group Life Insurance Plan and Accidental Death Policy is provided to all full-time team members who elect to carry group health insurance. This benefit is in force when the eligible team member's health insurance coverage begins. The Company currently provides this benefit at no cost to eligible team members.

### **Workers' Compensation Insurance**

The Company pays the entire amount of the Workers' Compensation insurance premium, which provides benefits to team members who experience injury or illness that arises out of the course and scope of your employment. Benefit entitlements are governed by state law, but it is essential that you report all work-related accidents, injuries, and illnesses immediately.

The Company actively polices all claims suspected to be fraudulent. Abuse of the Workers' Compensation system can cause a severe negative economic effect to the Company and, in turn, your co-workers. We will pursue all available legal action against any team member found to have engaged in fraudulent conduct. Filing a false or fraudulent claim is also a violation of the Company policy, and will result in disciplinary action, up to and including immediate termination.

The Company and its insurance carrier shall not be responsible for the payment of Workers' Compensation benefits for any injury that arises out of a team member's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the team member's work-related duties.

### **401(k) Retirement Savings Plan**

All team members, age 18 and over, become eligible for participation in the Company's 401(k) Plan upon completion of one (1) full year of service (wherein they must have worked 1000 hours or more), and upon meeting all other Plan eligibility requirements. Eligible team members may then join the Plan at the subsequent Plan entry dates, which occurs in the first half of the following year. An employer match is made in March or April for the team member contributions made during the previous year. The match is based on the Company profitability. Please see a representative of the Human Resources or Benefits Department for more information regarding the Company match. Eligible team members will typically receive detailed Plan

information approximately one (1) month prior to becoming eligible. Team members may request a copy of the 401K summary plan description by contacting Benefits Department. The maximum annual contribution cannot exceed the designated IRS amount.

## **COBRA**

Under some circumstances, eligible team members and their dependents may have the option of continuing coverage under the medical, dental, and vision insurance plans for a limited time at their own expense after the coverage otherwise would end. This continuation right is provided in accordance with the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and applicable state laws.

If a team member becomes eligible for continued coverage under the group medical plan because of death, retirement, termination of employment, layoff, or reduction in hours, the Company will notify the team member and/or his or her dependents of their options for continued coverage.

If eligibility for continuation of coverage under the medical plan is the result of divorce, legal separation, death of a covered team member, or a change in dependent status, the team member, the team member's spouse, or the team member's dependent(s) must notify the PSSI Benefits Department within 60 days of the event to qualify for continued coverage. If the Company does not receive notification within this time frame, continued coverage may not be available.

Details concerning continuation rights under the medical and life insurance plans can be found in the summary plan description for each plan.

## **Layoff**

If PSSI determines that it must reduce employment because of adverse economic or other conditions, then layoffs and recall from layoffs will generally be conducted in a manner that is consistent with PSSI requirements and in accordance with the procedures described below.

In the event that a layoff is expected, PSSI will attempt to communicate information about an impending layoff as soon as possible. However, management reserves the right to alter the layoff procedure and withhold information about the layoff as permitted by law to protect the company's interests.

Layoffs that are expected to be temporary will generally be handled according to the provisions of this policy. Selections for layoffs that are known to be permanent will be made according to this policy and then handled according to company termination of employment and severance pay policies.

Evaluation of the foregoing criteria will be within the sole discretion of PSSI. Team members will be selected for layoff based on the following criteria:

- Promotion potential and transferability of skills to other positions within the unit.
- Demonstrated current and past performance.
- The needs of the company and specific projects.
- Length of service with the company.

A team member's length of service is measured from the original date of employment with PSSI, as long as there has not been a break in service greater than 30 days. During a layoff, team members with breaks in service greater than 30 days, but less than one year per break, are credited only for their time actually worked; that is, the break time does not get counted unless required by law. Team members with a break in service greater than one year will receive credit for service only from their most recent date of hire with the company.

Team members selected for layoff will be given as much notice as is required by law or as much as is reasonable under the circumstances.

Team members who are laid off will be maintained on a recall list for six months or until management determines the layoff is permanent, whichever occurs first. Removal from the recall list terminates all job rights the team member may have. While on the recall list, team members should report to the human resource (HR) department if they become unavailable for recall. Team members who do not keep a current home address on record with the HR department will lose their recall rights.

Team members will be recalled according to the needs of PSSI, their classification and their ability to perform the job. Notice of recall will be sent by registered mail, return receipt requested, to the current home address on record with the HR department. Unless a team member responds to the recall notice within seven days following receipt of the notice or its attempted delivery, the team member's name will be removed from the recall list and the team member will no longer have any job rights with PSSI.

Credit for seniority will continue to accumulate during any layoff of 30 days or less. Team members laid off for more than 30 days and subsequently recalled within one year from the date of layoff will be credited with the years of service accumulated at the time of layoff.

If the layoff is expected to exceed 30 days, vacation pay equal to the number of unused vacation days accrued will be paid at the time of layoff. Team members who are laid off will not accrue vacation or sick leave during the layoff.

## **Unemployment Compensation Insurance**

Benefits under this insurance law are available to those who meet the requirements if they become unemployed. Eligibility for receiving benefits is determined by state compensation laws.

## **Civic Duties**

The Company encourages each of its team members to accept his or her civic responsibilities. We are a good corporate citizen, and we are pleased to assist you in the performance of your civic duties.

## **Jury Duty**

If you receive a call to jury duty, please notify your Site Manager immediately so he or she may plan the department's work with as little disruption as possible. Team members should inquire

about the duration of the jury trial in advance of accepting such service.

Team members who are released from jury service before the end of their regularly scheduled shift, or who are not asked to serve on a jury panel, are expected to call their supervisor as soon as possible and report to work if requested. Regular pay continues for time spent in performing jury duty, provided that the team member reports to work on any day, or part of a day, when excused from going to court. Jury duty pay will be issued at the discretion of PSSI.

### **Witness Duty**

If you receive a subpoena to appear in court, please notify your supervisor immediately. You are expected to return to work as soon as your service as a witness is completed. Team members will be allowed unpaid time off in order to serve as a witness at trial unless otherwise required by state law.

### **Voting**

If you would like to vote in a public election, but do not have sufficient time to vote during non-work hours, you may arrange to take time off from work without pay (unless pay is required by state law) to vote. To receive time off for voting, you must obtain advance approval from your supervisor and must take the time off to vote either at the beginning or end of your work shift. The Company reserves the right to request a copy of your voter's receipt following any time off to vote.

### **Family and Medical Leave Act**

The Family and Medical Leave Act ("FMLA") provides eligible team members the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave a team member may use is either 12 or 26 weeks within a 12-month period, depending on the reasons for the leave.

#### **Team Member Eligibility**

To be eligible for FMLA leave, you must meet the following qualifications.

1. Worked at least 12 months for the Company in the preceding seven years (limited exceptions apply to the seven-year requirement);
2. Worked at least 1,250 hours for the Company over the preceding 12 months;
3. Currently work at a location where there are at least 50 team members within 75 miles. Special hours of service eligibility requirements apply to airline flight crew team members.

#### **Type and Duration of Leave**

FMLA leave may be taken for the following reasons:

1. The birth of a team member's child and to bond or care for such child, or placement for adoption or foster care of a child;
2. To care for an immediate family member (spouse, domestic partner, child under 18 years old, or child 18 and over that is incapable of self-care, or parent) with a serious health condition;

3. Because of a serious health condition which renders the team member unable to work;
4. Care for a Covered Service member with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military Caregiver FMLA Leave for more details);
5. Because of any qualifying exigency arising out of the fact that the team member's spouse, son (of any age), daughter (of any age) or parent, who is serving in any branch of the military (including the National Guard or Reserves), has been deployed or called to active duty in a foreign country ("active duty leave").

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with the exception of leave to care for a Covered Service Member. The maximum combined leave to care for a Covered Service Member is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

## Definitions

A "*serious health condition*" referenced above in the Basic FMLA Leave and Active Duty Leave section above means an illness, injury, impairment, or physical or mental condition that involves:

- In-patient care (i.e., an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such in-patient care).
- A period of incapacity of more than three consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves (1) treatment two or more times by a health care provider or under the supervision of a health care provider within 30 days of the start of the incapacity, or (ii) treatment by a health care provider on at least one occasion within seven days of the start of the incapacity which results in a regimen of continuing treatment under the supervision of a health care provider.
- Any period of incapacity due to pregnancy, or for prenatal care.
- Any period of incapacity due to a chronic serious health condition requiring periodic visits of at least twice a year for treatment by a health care provider.
- A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, during which the team member (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
- Any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

A "Covered Service Member" means: (1) A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) A covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A "qualifying exigency" referenced above in the Basic FMLA Leave and Active Duty Leave section above refers to the following circumstances:

- Short-notice deployment: to address issues arising when the notification of a call or order to active duty is seven days or less.
- Military events and related activities: to attend official military events or family assistance programs or briefings.
- Childcare and school activities: for qualifying childcare and school related reasons for a child, legal ward or stepchild of a covered military member.
- Financial and legal arrangements: to make or update financial or legal affairs to address the absence of a covered military member.
- Counseling: to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member.
- Post-deployment activities: to attend official ceremonies or programs sponsored by the military for up to 90 days after a covered military member's active duty terminates or to address issues arising from the death of a covered military member while on active duty.
- Care of the covered military member's parent if the parent is incapable of self- care.
- Rest and recuperation: to spend up to fifteen (15) calendar days for each period in which a covered military member is on a short-term rest leave during a period of deployment; or
- Additional activities: for other events where the Company and the team member agree on the time and duration of the leave.

### **Identifying the 12-Month Period**

The Company measures the 12-month period in which leave is taken by the “rolling” 12-month method, measured backward from the date of any FMLA leave with one exception. For leave to care for a covered Service Member, the Company calculates the 12-month period beginning on the first day the eligible team member takes FMLA leave to care for a covered Service Member, and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

### **Using Leave**

Eligible team members may take FMLA leave in a single block of time, intermittently (in separate blocks of time), by reducing the normal work schedule when medically necessary for the serious health condition of the team member or immediate family member, or in the case of a covered Service Member, his or her injury or illness. Eligible team members may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care. Team members who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Company's operations.

### **Use of Accrued Paid Leave**

Depending on the purpose of your leave request, the Company may require you to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA leave.

### **Maintenance of Health Benefits**

If you and/or your family participate in our group health plan, the Company will maintain coverage during your FMLA leave on the same terms as if you had continued to work. You must make arrangements to pay your share of health plan premiums while on leave or you may risk loss of coverage. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave, provided the team member makes required premium payments while on leave.

### **Notice and Medical Certification**

When seeking FMLA leave, you are required to provide the Corporate Human Resources with the following:

1. Sufficient information for us to determine if the requested leave may qualify for FMLA protection, as well as the anticipated timing and duration of the leave. Sufficient information may include you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified;

If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable.

2. Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member must be received within 15 calendar days of the Company's request (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave, or deny the leave. In the instance your leave of absence is denied, your absences would be treated in accordance with the Company's attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;
3. Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work.
4. Medical certification of fitness for duty before returning to work if the leave was due to your serious health condition. The Company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

### **Employer Responsibilities**

To the extent required by law, the Company will inform team members whether they are eligible under the FMLA. Should a team member be eligible for FMLA leave, the Company will

provide him or her with a notice that specifies any additional information required as well as the team member's rights and responsibilities. If team members are not eligible, the Company will provide a reason for the ineligibility. The Company will also inform team members if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the team member's leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the team member.

### **Job Restoration**

Upon returning from FMLA leave, eligible team members will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

### **Failure to Return after FMLA Leave**

Any team member who fails to return to work as scheduled after FMLA leave, or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the Company's standard attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence (e.g., extended leave as a reasonable accommodation under the ADAAA). Likewise, following the conclusion of your FMLA leave, the Company's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

### **Other Employment**

The Company generally prohibits team members from holding other employment. This policy remains in force during all leaves of absence, including FMLA leave, and may result in disciplinary action, up to and including immediate termination of employment.

### **Fraud**

Providing false or misleading information or omitting material information in connection with an FMLA leave, will result in disciplinary action, up to and including immediate termination.

### **Employers' Compliance with FMLA and Team Member's Enforcement Rights**

FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA. Employers also cannot discharge or discriminate against any person for opposing any practice made unlawful by FMLA, or for involvement in any proceeding under or relating to FMLA.

While the Company encourages team members to bring any concerns or complaints about compliance with FMLA to the attention of the Corporate Human Resources Department, FMLA regulations require employers to advise team members that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

Further, FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater

family or medical leave rights.

### **Limited Nature of This Policy**

This Policy should not be construed to confer any express or implied contractual relationship or rights to any team member not expressly provided for by FMLA. The Company reserves the right to modify this, or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

### **Military-Related FMLA Leave**

FMLA leave may also be available to eligible team members in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

#### **Military Caregiver Leave**

A team member may also take Military Caregiver Leave to care for a spouse, son (of any age), daughter (of any age), parent or next of kin who is: (1) a current member of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, which was incurred in the line of duty (or for a pre-existing injury or illness which is aggravated in the line of duty) and that renders the service member medically unfit to perform the duties of his or her office, grade, rank, or rating, or (2) a veteran who was a member of any branch of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness that occurred in the line of duty (or for a pre-existing injury or illness which was aggravated in the line of duty) at any time within 5 years preceding the treatment, recuperation or therapy. A covered service member incurs a serious illness or injury for purposes of this paragraph when One of the following occurs:

- The injury or illness makes him or her medically unfit to perform the duties of his or her office, grade, rank or rating.
- It causes the service member to have a VA Service Disability Rating is at 50% or greater.
- It is a mental or physical condition substantially impairs their ability to obtain gainful employment
- The VA enrolls the team member in the Department of Veteran Affairs Program of
- Comprehensive Assistance for Family Caregivers.

Eligible team members are entitled to a total of 26 weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible team member takes Military Caregiver Leave (as long as it is within 5 years of the covered service member's active duty) and ends 12 months after that date. Military Caregiver Leave applies on a per-covered service member, per-injury basis, so that a team member may be eligible to take more than one 26-week period of Military Caregiver Leave, but no more than 26 weeks of leave may be taken during any one 12-month period.

An eligible team member is entitled to a total of 26 weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible team member takes Military Caregiver Leave and ends 12 months after that date. For example, if a team member takes 10 weeks of FMLA leave due to his/her own serious health condition, the team member may take only 16 weeks of Military Caregiver Leave during that same 12-month period.

Military Caregiver Leave applies on a per-injury basis for each service member. Consequently, an eligible team member may take separate periods of caregiver leave for each and every covered service member, and/or for each and every serious injury or illness of the same covered service member. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

A team member seeking Military Caregiver Leave may be required to provide appropriate certification from the team member and/or covered service member, and must be completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding team member eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

### **Interaction with State Military Leave Laws**

Certain States require employers to provide greater or different job-protected leave to family members of persons in the military. When applicable, the Company complies with all such military family leave laws. When leave provided under one of these laws is covered under the federal FMLA, it will count toward the team member's federal FMLA entitlement and as FMLA Leave under this policy. These military family leave laws vary by state, and the team member should contact Human Resources if he/she has questions.

### **Military/Uniformed Service Leave**

Team members may be entitled to certain rights and benefits, and may have certain obligations, related to service in the uniformed services pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”) or related state laws. It is the company’s intent to comply with the requirements in USERRA and similar state laws with respect to leaves of absence, continuation of health coverage, reemployment, disabilities incurred or aggravated during uniformed service, non-discrimination and non-retaliation, and other covered matters. Specifically, the company will not deny employment, reemployment, retention in employment, promotion, or any benefit of employment to an individual due to uniformed service and will not tolerate discrimination or retaliation due to uniformed service.

Team members should notify Human Resources Department of any need for leave to perform service in the uniformed services as far in advance as possible. Team members are asked to provide a copy of applicable orders or similar documentation to ensure continued business operations during absences. Leave is generally unpaid, although team members may elect to use any accrued but unused vacation during such absences.

Team members who are members of the uniformed services should speak to Human Resources Department concerning any questions regarding rights and obligations related uniformed service leave, advance notice of uniformed service, benefits during uniformed service, or related issues.

### **Non-FMLA Leave**

The policy of the Company is to consider a team member's request for an unpaid medical leave of absence where the leave does not qualify for protection under the Family Medical Leave Act (FMLA) due to the team member not having worked for the Company for one year.

A team member or a family member with a serious health condition as defined under the FMLA, who is in his or her first year of employment may request a leave of absence for a qualifying medical event.

Non-FMLA leave may be taken for the following reasons:

6. The birth of a team member's child and to bond or care for such child, or placement for adoption or foster care of a child;
7. To care for an immediate family member (spouse, domestic partner, child under 18 years old, or child 18 and over that is incapable of self-care, or parent) with a serious health condition;
8. Because of a serious health condition which renders the team member unable to work;
9. Care for a Covered Service member with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military Caregiver FMLA Leave for more details);
10. Because of any qualifying exigency arising out of the fact that the team member's spouse, son (of any age), daughter (of any age) or parent, who is serving in any branch of the military (including the National Guard or Reserves), has been deployed or called to active duty in a foreign country ("active duty leave").

This leave will be considered for team members that need to be out of work for three (3) consecutive days or more due to their qualifying medical event. Team members may take leave up to six (6) weeks within their first 12 months of service at PSSI. Intermittent leave under this policy is not permitted unless such leave has been approved as a reasonable disability related accommodation pursuant to the ADAAA. Requests for disability related accommodations should be made to Human Resources.

The team member is expected to provide at least 30 days' notice when requesting leave. When a team member becomes aware of a need for leave less than 30 days in advance, the team member must provide notice of the need for the leave either the same day, the next business day, or as soon as reasonably practicable. Leave requests that are not submitted according to policy and as soon as practicable will be denied.

The Company will require certification for the team member's serious health condition. Human Resources will receive all medical certifications. The team member must respond to the request for certification within 15 calendar days of the notice of eligibility. Failure to comply with the above-mentioned requirements will result in denial of leave or reinstatement from leave, in which case the team member's leave of absence would be unauthorized, subjecting the team member to

discipline up to and including employment termination.

If an incomplete medical certification is received, Human Resources will provide the team member with the opportunity to either have the health care provider correct the certification or provide a written release for Human Resources to contact the health care provider directly. The team member will have seven (7) calendar days to resolve any deficiencies in the medical certification. If, after seven (7) calendar days the identified deficiencies have not been resolved, the request for leave will be denied.

Team members who take a non-FMLA Medical Leave do not have job restoration rights. However, the Company will generally reinstate the team member to the same open position or an open position with equivalent status, pay, benefits and other employment terms upon the team member's return before or at the end of the approved leave period. In the event the Company will not be able to restore the team member, the team member will receive written notice from Human Resources.

Team members are expected to be able to return to work by the end of their approved leave. Prior to returning from leave for a personal health condition, the team member must secure a release from his or her healthcare provider confirming the release to return to work to perform regular duties or set forth any restrictions.

If a team member on leave for personal medical reasons is released to return to work sooner than the expected return date listed on the Leave Request, the team member must notify their supervisor within two (2) business days of receiving the release.

If the team member is released to return to work with restrictions, Human Resources will determine whether the restriction can be reasonably accommodated. Medical restrictions are those that prevent the team member from performing his or her regular duties at the end of the approved leave due to a continuing medical condition.

If the team member is not medically released to return to work at the end of his or her leave and the team member has not been granted any additional leave, employment ends as "unable to return from leave" effective the last day of the approved leave, unless a continuation of leave has been granted as an accommodation under the ADAAA, or for other reasons.

Any team member who fails to return to work as scheduled after leave may be subject to dismissal from employment. Team members who exceed their leave without extension(s) of their leave approved under appropriate leave provisions, may be subject to termination of employment pursuant to the Attendance Policy.

## **Other Legally Protected Absences**

In addition to the leaves described herein, the Company complies with all applicable state and local laws relating to various forms of protected absences. Depending on the particular state or locality in which you are employed, team members may be legally entitled to time off under various state or local laws. For additional information and to determine if you qualify for additional leaves of absence, please contact your Manager or Human Resources.

## **Lactation Leave**

The Company will provide a reasonable amount of break time to accommodate female team member's need to express breast milk for the team member's infant child up until 12 months of age. If possible, the break time should be taken concurrent with other break periods already provided. If the team member needs longer than a scheduled break to express milk, the remainder of the break will be unpaid. The Company will also make reasonable efforts to provide the team member with the use of a room or other location in close proximity to the team member's work area for the team member to express milk in private. Team member should notify her manager or Human Resources, if she is requesting time to express breast milk under this policy.

## **Outside Activity During Disability**

A number of approved benefits and leaves of absence are provided to team members who are unable to perform the essential functions of their job. Such leave includes FMLA, disability leave, and workers' compensation disability leave. Since you must be disabled or temporarily incapacitated from your job to claim these benefits, the Company specifically prohibits a team member who is on any of these forms of leave from participating in any activity that would be precluded by their medical restrictions. This includes working for any secondary employer while on a leave of absence if the work to be performed would violate your medical restrictions. Violation of this policy may lead to disciplinary action up to and including immediate termination of employment.

## **Wage and Hour Compliance**

It is the policy of the Company to fully comply with state and federal laws regarding payment of wages, and to investigate and correct any improper payroll deductions or other payroll practices that do not comply with these laws. The Company takes all reasonable steps to ensure team members receive the correct amount of pay in each paycheck, and team members are paid promptly on the scheduled payday.

In addition, the Company will pay salaried team members their full salary for any workweek in which they perform work, regardless of the number of days or hours worked, subject only to deductions that are permitted by law. Full day deductions from pay that are permitted by law include, for example, deductions for personal time off, sick days before or after eligibility for paid sick leave, deductions during unpaid suspensions of one or more full days for infraction of the Company's workplace rules, and in some states, days absent for legally required absences such as jury duty, testifying as a witness, or serving military service, or days not worked during the first or last week of employment. Full or partial day deductions may be made from the salaries of exempt team members for infractions of safety rules of major significance.

In the unlikely event that there is an error in the amount of pay, an improper deduction has been taken, or another improper payroll practice is occurring, the team member should promptly bring the issue to the attention of their Site Manager or the Human Resources Department, so corrections can be made as quickly as possible. The Manager or the Human Resources Department will see that the matter is appropriately reviewed, and the team member will be reimbursed for the amount of any inappropriate deduction taken or other payroll mistake.

### **III. WHAT WE EXEPCT OF YOU**

#### **The Company Policies**

This section of your handbook discusses your responsibilities to the Company as a team member. Please thoroughly familiarize yourself with these policies and apply them in your work.

These rules do not alter the at-will nature of your employment. You have the right to terminate your employment at any time, with or without cause or notice, and the Company has a similar right.

#### **Progressive Discipline Process**

The following steps are minimum disciplinary actions for *minor* violations within a twelve (12) month period immediately preceding the most recent violation. Should the violation be considered severe, the following steps could be combined or accelerated, up to and including dismissal.

<b>Violation</b>	<b>Consequences</b>
First	Written Warning
Second	Written Warning + Meeting with Site Manager
Third	Three-Day Unpaid Suspension
Fourth	Termination

Each written warning will include dates of any other violations within a previous twelve (12) month period. Progressive disciplines can combine violations of any type to lead up to and include termination. Given the severity of the violation, final written warnings may be given without previous disciplinary action. Any further disciplinary action within the 24 months after receiving the final written warning are grounds for termination. Nothing in this handbook creates an obligation to follow any particular disciplinary procedure. Management may skip certain disciplinary steps or repeat certain disciplinary steps depending on particular facts of each situation. This policy does not alter the employment at-will relationship.

Please note that this progressive discipline policy does not apply to team members in their introductory period. During the introductory period, PSSI may choose to terminate your employment at any time without utilizing the progressive disciplinary procedures.

#### **Basic Work Rules**

The Company has certain policies and rules to govern the conduct and performance of our team members. We have established some other basic work rules that should not be violated. The following policies focus on basic rules that may not be violated under any circumstances. Violation of any of these basic rules, the policies in this handbook, or any other policy of the Company may lead to discipline, up to and including immediate termination. None of these rules are meant to interfere with a team member's Section 7 rights under the NLRA.

- **The Company Premises:** Subject to any legal rights you may have to the contrary, you are allowed on the Company or its customers' premises only during your scheduled work hours.

- **Conflict of Interest:** We prohibit team members from transacting any business that competes with the Company. If you think you may have such a conflict, you must notify your Site Manager immediately.
- **Damage to Property:** We have made a tremendous investment in our equipment to better serve our customers, as well as make your job easier. Deliberate, reckless, or careless damage to the Company's or customers' property will not be tolerated. If appropriate, damage to property will be reported to law enforcement agencies.
- **Discourtesy or Disrespect:** We expect all team members to be courteous and polite to our customers and vendors. Please note team member communications protected by Section 7 of the NLRA, including communications about working conditions, are excluded from this rule.
- **Fighting, Threats, or Weapons:** We do not allow fighting, threatening words or conduct, or any other actions that could physically injure a customer, fellow team member, or member of the public, regardless of where such words or actions occur. The Company prohibits team members from bringing firearms, ammunition, explosives, or other weapons of any kind into any plant or a Company vehicle.
- **Fraud, Dishonesty or False Statements:** No team member or applicant may falsify or make any misrepresentations of fact on or about any customer documents, employment applications, resume, document establishing identity or work status, medical record (including, but not limited to, doctor's notes, excuses, etc.), insurance form, invoice, paperwork, time sheet, time card, or any other document. If you observe or are aware of such a violation, please report it to your Site Manager or the Corporate Human Resources Department immediately.
- **Gambling:** Team members may not engage in any form of gambling on the Company premises or Company time.
- **Gifts or Gratuities:** No team member may solicit or receive favors, gifts, loans or other benefits (including services, discounts, or material goods) from any supplier, customer, or competitor. The only exception to this policy is casual entertainment or gifts (other than money) of nominal value (no more than \$25), which are customarily offered to others having a similar relationship with the supplier, customer, or competitor. The Company team members and non-team member directors should exercise good judgment in deciding whether to accept a gift of nominal value or casual entertainment and, if there is any doubt, should decline to accept the offer.
- **Harassment:** Our No- Harassment Policy, which we have set forth in detail in this Handbook, strictly prohibits harassment based on race, color, religion, genetic information, national origin, sex (including same sex), pregnancy, childbirth, or related medical conditions, age, disability or handicap, citizenship status, or service member status.
- **Injuries and Accidents:** Every injury, no matter how slight, must be immediately reported to your supervisor for first aid treatment, medical care, and/or reporting paperwork completion. We may require that you present a doctor's release before returning to work.
- **Insubordination:** We all have duties to perform and everyone, including your supervisor, must follow directions. Team members must not refuse to follow the lawful directions of a supervisor or member of management.

- **Leaving Early and Returning Late:** Leaving early or returning late from breaks or lunch is prohibited unless otherwise approved by your supervisor. Leaving your work assignment before quitting time to change clothes or make preparations to leave before the end of your scheduled shift is also prohibited.
- **Misuse of Property:** Team members may not misuse or use without authorization any equipment, vehicle, or other property of customers, vendors, other team members, or the Company.
- **Poor Performance:** We expect all team members to make every effort to learn their job and to perform at a satisfactory level. Team members who fail to maintain a satisfactory level of performance are subject to discipline, up to and including immediate termination.
- **Solicitation or Distribution:** In the interest of maintaining productivity and a proper business environment, team members may not distribute literature or other materials of any kind or solicit for any cause during the working time of any team member involved. Furthermore, team members may not distribute or circulate literature or other material of any kind in working areas, at any time, whether or not the team members are on working time. Likewise, team members may not solicit for any cause during the working time of any team member involved. For example, non-working time would be lunch or break, and a non-working area would be the break room if one team member is on working time. Non-team members are prohibited from soliciting or distributing literature on Company property at any time.
- **Substance Abuse:** We will not tolerate substance abuse. Team members who test positive for the presence of illegal or abused drugs as controlled by Federal law or alcohol are subject to discipline, up to and including immediate termination. Please see our Alcohol and Drug Policy for further details.
- **Tobacco Free Workplace:** Any team member caught using tobacco on the Company property that is not in a designated area will be subject to disciplinary action, up to and including termination. Because smoking and the use of tobacco products is considered to be a health hazard in the workplace, we prohibit the use of all tobacco and related products, including e-cigarettes, in all of our and our clients' buildings and facilities. Team members who wish to smoke or use these products may do so in designated areas outside the buildings and away from all public entrances. We do not have "smoke breaks" and team members must not let smoking or their use of tobacco and related products interfere with their work.
- **Unlawful Activity:** Team members should not engage in any illegal or unethical activity, including, but not limited to, activity either on the Company property, a job site, or off the job, since such activity can adversely affect the Company.
- **Unsafe Work Practices:** We are committed to providing a safe place for you to work, and we have established a safety program to ensure that everyone understands the importance of safety. This program requires all of us to exercise good judgment and common sense in our day-to-day work. Horseplay and practical jokes can cause accidents and injuries and, therefore, are prohibited.
- **Sleeping on the Job:** To protect the safety of all team members and to properly service our customers, everyone needs to be fully alert while on the job. We cannot tolerate sleeping on the job.

Obviously, this list is not all inclusive and there may be other circumstances for which team members may be disciplined (including the Specific Work Rules set forth below), up to and including immediate termination. If you have any questions about these basic rules, or what we expect of you as one of our team members, please discuss them with your Site Manager or the Corporate Human Resources Department.

Nothing in these Basic Work Rules or handbook is intended to unlawfully restrict your right to engage in any of the rights guaranteed by Section 7 of the National Labor Relations Act.

## Specific Work Rules

### Absenteeism and Tardiness

All team members are expected to be at their workstation ready to work at their scheduled time, return from break periods as scheduled, and work their full scheduled hours. Rarely is tardiness excusable. If a team member must be late, he or she must make every effort to phone in and advise their Supervisor that they will be late. Tardiness records become a part of their permanent record and are considered when evaluations are made for promotion.

A person is employed because the Company needs that team member. When a team member is absent, the absence disrupts the work in the team member's department. Therefore, absence from work will not be expected or permitted under circumstances that can reasonably be avoided.

We expect excellent attendance from each of you. Excessive absenteeism or tardiness, even for legitimate reasons, will result in disciplinary action, up to and including termination, unless otherwise prohibited by the law. Absences are excessive if you are frequently absent, or if you have a pattern of absences. Absences immediately before or after holidays and weekends are suspect.

We do recognize, however, that there are times when absences and tardiness cannot be avoided. Regardless of their reasons for absence, team members should always notify their Supervisor no later than thirty (30) minutes prior to the start of their shift that they will be absent. If team members are unable to call themselves, they are responsible for having someone do so for them to state the following:

1. Specific reason for the team member's absence.
2. Expected return date.

Team members are responsible for notifying their Supervisor as soon as it is possible to do so. In addition, they should contact their Supervisor each day they are absent, unless other arrangements are made. **Team members should use the phone number given to them by the direct supervisor to report absences. In the event you are not provided a phone number or cannot locate it, please report absences to your Site Manager.**

If a team member is unable to contact their Supervisor, they should then contact the Supervisor's Manager. Telling another team member, they are absent is not proper notification of absence.

General rules concerning excused and unexcused absences are the following:

Excused Absences – An excused absence would include, but is not limited to, illness with a valid doctor’s excuse (as defined below), scheduled vacations, pre-approved personal day, death of an immediate family member, jury duty, military assignment, FMLA leave, ADA leave, or any leave required by federal or state law.

A valid doctor’s excuse must include the following information.

1. Date of the visit;
2. Estimated time off;
3. Valid reason for time off;
4. Follow up appointment times, if any;
5. Doctor’s signature and date.

If the note does not contain the above information, the absence may be considered unexcused until a corrected doctor’s note is received.

Unexcused Absences - An unexcused absence is any absence that is not due to the above excused absences.

Excessive Absenteeism – When a team member has twenty or more excused absences in a previous twelve (12) month period, it is considered excessive and will be grounds for termination. Approved FMLA, ADAAA, Workers’ Compensation, or any other protected leaves of absence will not be considered.

Absences in the Introductory Period – If a team member obtains five or more excused absences in their introductory period, it is considered excessive and will be grounds for termination unless reasonable accommodations are appropriate under the ADAAA or if the team member is on Workers’ Compensation leave. The Company will engage in the interactive process and consider reasonable accommodations for team members who may have a disability during the introductory period. Unexcused absences will follow the Company’s normal progressive disciplinary process.

Disciplinary Action - When a team member has an unexcused absence or is tardy, the following progressive disciplinary action will be taken. The point at which a tardy becomes an absence is based on sanitation schedule and determined by plant management. All violations occurring in the 12-month period immediately preceding the most recent unexcused absence or tardy are considered.

Violation	Consequences
First unexcused absence (2 <sup>nd</sup> tardy)	Written Warning
Second unexcused absence (3 <sup>rd</sup> tardy)	Written Warning + Meeting with Site Manager
Third unexcused absence (4 <sup>th</sup> tardy)	Three-Day Unpaid Suspension
Fourth unexcused absence (5 <sup>th</sup> tardy)	Termination

Any of the above disciplinary actions will be documented by a written report and entered into the team member's personnel file. **A team member who is absent for three consecutive days without notifying his/her Supervisor or Manager will be considered to have voluntarily abandoned his/her job.**

### **Alcohol and Drug Policy**

All team members are prohibited from manufacturing, cultivating, distributing, dispensing, possessing, or using illegal drugs or other unauthorized mind-altering, intoxicating substances while on the Company or its customers' property (including parking areas and grounds), or while otherwise performing their work duties away from the Company or while operating the Company vehicle, machinery, or equipment. Included within this prohibition are lawful controlled substances, which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

"Illegal drugs" are drugs or controlled substances which are (1) not legally obtainable or (2) legally obtainable but not obtained or used in a lawful manner. Examples include cocaine and marijuana, as well as prescription drugs which are not lawfully obtained or properly utilized. The term "illegal drugs" also refers to mind-altering and/or addictive substances which are not sold as drugs or medicines but are used for mind- or behavior-altering effect.

The Company recognizes that marijuana is legal for medical and/or recreational use under state law in certain states where we operate. However, the company prohibits the use, possession, sale, transfer, or storage of any illegal drugs or controlled substances as defined by federal law. Therefore, positive drug tests showing the presence of marijuana in a team member's system will be a violation of this policy and will result in disciplinary action up to and including termination of employment.

Team members are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work, and from having excessive amounts of otherwise lawful controlled substance in their systems. This policy does not apply to the authorized dispensation, distribution, or possession of legal drugs where such activity is a necessary part of a team member's assigned duties.

All team members are prohibited from distributing, dispensing, possessing, or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with a team member's ability to perform the essential functions of his/her job. Although some states may have decriminalized medical marijuana for medical purposes, the Company does not allow the use of medical marijuana in the workplace. Possession or use of marijuana, or impairment by marijuana, on Company premises, or in the performance of your work duties during working hours, is a violation of this policy that will result in termination.

Also, although the proper use of medication is not prohibited, team members should consult with a Company-designated physician, or Human Resources, when he or she is legitimately taking medication, which he or she has reason to believe will affect safety or performance. Any prescription medication brought onto the Company or customer property, or taken aboard Company vehicles must be retained in its original container labeled with the names of the team member and the prescribing physician. No team member may take another person's medication. The law treats the abuse of prescription medication as unlawful drug use.

### **Prescription Drugs**

The proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Team members' drug use may affect their job performance, such as causing dizziness or drowsiness. Team members are required to disclose to Human Resources any medication that would make them a risk of harm to themselves or to others in performing their job responsibilities. It is the team member's responsibility to determine from his/her physician whether a prescribed drug will impair job performance.

### **Notification of Impairment**

It shall be the responsibility of each team member who observes or has knowledge of another team member in a condition which impairs the team member in the performance of his/her job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

### **Who is Tested**

Team members may be required to submit to drug/alcohol screening whenever the Company has a reasonable suspicion that they have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, or involvement in a work related injury or accident.

Team members in safety sensitive positions may be tested on a random or periodic basis. In addition, various job classifications are categorically subject to random or periodic drug testing to the extent permitted by applicable state and federal laws. Additionally, some of our customers require a pre-employment and/or random drug test. Selection of team members for random drug testing will be generated by the Corporate Human Resources Department. Team members are not removed from the pool after being tested. Every team member is eligible for each selection period.

If a team member transfers from a one Company plant to another Company plant that requires pre-employment drug screens, the team member will be required to do a pre-employment drug screen prior to transferring. If the results are negative, you will be transferred and able to start working as long as everything else required for transferring is accepted. If the results are positive you will be sent to a clinic for a second test. While waiting for the results, you will be suspended without pay. If the results come back positive, you will be terminated. If the results come back negative, you will be able to come back to work with back pay for the days you missed work.

It is also against Company policy for a team member to report to work or to work while under the influence of illegal drugs.

### **Discipline**

Violation of this policy will subject a team member to disciplinary action up to and including immediate termination. The determination of what disciplinary action is appropriate for a violation of this policy rests solely with the Company. Discipline may be based not only on a violation of this policy, but also on prior poor performance, workplace misconduct, other rule violations and any other factors which the Company determines to be relevant. This policy in no way implies or creates any contractual obligation to follow any particular procedure.

### **Enforcement Policy**

In order to enforce this policy and procedures, the Company may investigate potential violations and require personnel to undergo drug/alcohol screening, which includes urinalysis, blood tests or other appropriate tests. Where appropriate, searches may be conducted in all areas of the Company or its customers' physical premises, which includes, but is not limited to, work areas, personal articles, team members' clothes, desks, work stations, lockers, and personal and company vehicles. Team members will be subject to discipline, up to and including discharge, for refusing to cooperate with searches or investigations, to submit to screening, or for failing to execute consent forms when required by the Company.

### **Investigations/Searches**

Where a manager or supervisor has reasonable suspicion that a team member has violated the substance abuse policy, the supervisor, or his designee, may inspect vehicles, lockers, work areas, desks, purses, briefcases, and other locations or belongings without prior notice to ensure a work environment free of prohibited substances. A team member may be asked to be present and remove a personal lock. Locked areas or containers do not prevent the Company from searching that area, thus team members should have no expectation of privacy for personal belongings brought on the Company or its customers' premises. Where the team member is not present or refuses to remove a personal lock, the Company may do so for him or her and compensate the team member for the lock. Any such searches will be coordinated with a representative of management. The Company may use unannounced drug detection methods to conduct searches.

### **What Happens When a Team Member Tests Positive for Prohibited Substances**

A positive random or reasonable cause drug test at the plant requires an immediate second test at an approved medical laboratory. The Company will pay for the test, and the team member will be suspended pending the outcome. This is an unpaid suspension unless the second test is negative.

You will be given 24 hours to take the second test at the clinic. If you have not tested at a clinic within 24 hours, you will be terminated. Any team member that comes to work under the influence is subject to immediate termination.

Any team member who falsifies, tampers with, or otherwise interferes with the testing process will be deemed to have tested positive and will be subject to termination of employment.

## **Compliance with State Law**

In the event any of the above-mentioned policies conflict with state law, state law will be followed. Please contact your Manager or local Human Resources representative for further information regarding drug testing procedures in place in your particular location.

## **Basic Workplace Safety & Discipline**

PSSI team members are expected to follow all company policies and procedures. Violations of these policies shall result in disciplinary action up to and including termination. Your safety and the safety of those around you cannot be compromised.

### **Progressive Discipline Process for Safety Violations:**

The following steps are minimum disciplinary actions for *minor* safety violations excluding Focus Three and Lifesaving Safety Rules violations within a twelve (12) month period, starting from the date of the first disciplinary action. Should the violation be considered severe, the following steps could be combined or accelerated up to and including dismissal.

**First Violation: Written warning**

**Second Violation: Written warning + meeting with Site Manager**

**Third Violation: 3-day Suspension without pay**

**Fourth Violation: Termination of employment**

Each written warning will include dates of any other violations within a previous twelve (12) month period. Progressive disciplines can combine violations of any type to lead up to and include termination.

### **Discipline Process for Focus Three Violations**

PSSI has created FOCUS THREE Safety Expectations. Failure to comply with the key safety points identified below shall result in the following disciplinary steps, except as provided below:

**First Violation: 5-day unpaid suspension + final written warning**

**Second Violation: Termination of employment**

### **The Focus Three violations are listed below:**

1. Failure to follow approved blender cleaning procedures.
2. Handling corrosive chemicals which contain sodium/potassium hydroxide, chlorine or any acid product without eye protection (including pumping/dispensing, transporting, applying via foamer, spraying device or scrubbing).
3. Failing to maintain company safety-related documentation, including, but not limited to Master Sanitation Schedules, Titration logs, CP Training Signatures, Equipment Issue Logs, PPE checklist, and company safety training.

## **Lifesaving Safety Rules Violations**

The following Lifesaving Safety Rules violations will result in immediate termination:

1. Knowingly falsifying company safety-related documentation as outlined in No. 3 of the Focus 3 violations section (above).
2. Knowingly directing another team member to perform an unsafe act, which would violate the Focus 3 or Lifesaving Safety Rules policies.
3. Allowing a team member who has not been trained on safety to perform sanitation.
4. The team member is knowingly bypassing sensors, guards or safety devices.
5. Violating the following critical lockout provisions, including but not limited to: (i) not applying your lockout device and crossing the plane of operation, (ii) leaving your key in a lock, (iv) running equipment with guarding removed that does not conform to the Supervisor Control Policy, (v) failure to verify LOTO, (vii) and modifying or disabling lockout devices.
6. Failing to adhere to the Supervisor Control Policy, including, but not limited to, the procedures for properly sanitizing chillers.
7. Failing to utilize either fall protection or fall restraints/positioning as required.

### **Suspension and Investigation**

If a member of management observes a team member committing a Focus Three or Lifesaving Safety Rules violation, PSSI will suspend the team member(s) pending investigation. Either an operations manager or technical services manager in consultation with the Safety Director or Vice President of Safety will perform the investigation and issue the appropriate disciplinary action up to termination.

### **Bulletin Boards**

The Company may maintain a bulletin board(s) as a source of information. This bulletin board is to be used solely to post information approved by the Company regarding the Company policies, governmental regulations, and other matters of concern to all team members and related to the team members' employment by the Company. Team members are prohibited from tampering with, removing, or defacing any posting on a Company bulletin board.

### **Cellular Phones, PDAs, and Other Handheld Electronic Devices**

Excessive use of these handheld devices during the workday can interfere with team member productivity and be distracting to others. A reasonable standard is to limit personal calls, personal text messaging, instant messaging, emailing, and other means of electronic communications during work time to no more than one per day as needed. Therefore, team members are asked to use these handheld devices for personal use outside of working hours and ensure friends and family members are aware of the Company's policy. Flexibility will be provided in circumstances demanding immediate attention. The Company will not be liable for the loss of handheld devices brought into the workplace.

### **Recording Devices**

In order to encourage open communication, free exchange of ideas, spontaneous and honest dialogue and an atmosphere of trust, the Company has adopted the following policy concerning audio and/or video recording in the workplace. It is a violation of the Company's policy to record conversations, phone calls, or company meetings, or to take any pictures of the Company's proprietary

information or processes, with any recording device (including but not limited to a cellular telephone, smart phone, PDA, digital recording device, camera, digital camera, video recorder, etc.), unless the photograph or recording is designed to document a safety hazard, to document claims that the Company's rules have been inconsistently applied, to memorialize protected concerted activity which may, for example, include discussions concerning terms and conditions of employment, to record evidence to be presented in administrative or judicial forums in employment-related matters, or for other similar purposes that are protected by applicable law. A violation of this policy may result in corrective action, up to and including termination of employment.

Please note that the Company has security or surveillance cameras operating in areas throughout the Company's facility, including areas where Company meetings or conversations may occur. The purpose of such security devices or surveillance cameras is not to record conversations but, rather, is to protect legitimate trade secrets such as proprietary processes and products, to discourage theft and/or robbery, or to aid in the investigation of such allegations.

### **Safety Issues for Handheld Devices**

Team members are required to refrain from using their handheld devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, team members are required to pull over to the side of the road and safely stop the vehicle before using any handheld device. Under no circumstances are team members allowed to place themselves or anyone else at risk to fulfill business needs. If a team member needs to make a phone call while driving, the team member must use a hands-free device. However, under no circumstances may a team member while driving use any electronic wireless communications device to write, send, or read any text-based communication, including text messages, instant messages, and/or email messages.

Team members who are charged with traffic violations resulting from the use of their handheld devices while driving will be solely responsible for all liabilities that result from such actions. Team members who violate this policy will be subject to disciplinary action, up to and including termination.

### **Special Responsibilities for Managerial Staff**

As with any policy, management team members are expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind team members of their responsibilities in complying with this policy.

## **The Company Equipment**

### **Communications Equipment**

Certain team members may be issued communication equipment, which includes phones, fax machines, computers, and software, as well as access to e-mail, Internet, and voicemail, and other services for use as part of assigned work duties. These resources are the sole property of the Company. The Company may monitor, intercept, access, review, disclose and remove these resources at the Company's discretion. Therefore, team members should have no expectation of privacy pertaining to such use. The use of passwords does not mean messages stored on electronic systems are confidential from the Company

or may not be retrieved by others.

Internet, e-mail, and voice mail systems are provided for business use. Those team members who are issued a Company e-mail account must use their Company e-mail account to communicate for all the Company communications. In other words, team members are not allowed to use their personal e-mail account for any of the Company communications. While occasional use of these systems for personal, non-business use may be allowed, at the Company's discretion, team member must demonstrate responsibility. E-mail and voice mail messages may not contain material that is inappropriate, as determined by the Company, on the basis of race, color, sex, religion, national origin, age, disability, sexual orientation, marital status, public assistance status, or any other legally protected status, or that is defamatory, threatening, against the Company's policies, or contrary to the Company's interests. The Internet must not be used for gambling or to access information that is discriminatory, obscene, derogatory, or otherwise inappropriate. Team members are expected to compose e-mail and voice mail messages that are professional, business-like, and in good taste, and to use the same care as with hard-copy correspondence. Team members who have access to Company email are authorized to use Company email for personal reasons during non-working time as long as such personal use does not interfere with work.

Team members are not allowed to upload or download personal software, copyrighted materials, trade secrets, proprietary financial information or similar materials without prior authorization. Team members may not use a code, access a file or retrieve any stored information without specific authorization. In addition, team members may not access another team member's e-mail or voice mail without that team member's permission or specific authorization to do so. Team members must be aware that, even if they delete an e-mail or voice mail message, it can remain in the computer's memory forever and often may be retrieved at a later date.

Team members may not use e-mail or voice mail in a way that causes congestion to the systems, or significantly interferes with another team member's ability to use the systems. Team members should be vigilant when retrieving e-mail messages or information off the Internet to avoid infecting the computer system with a virus. E-mail and internet services may not be used to participate in discussion groups, bulletin boards, chat rooms or other public forums except for approved the Company business, professional development, or business development purposes. Team members are also prohibited from "blogging" on work time or during working hours. Likewise, team members may not use the Company computers (or other the Company provided devices) to blog. Team members are also subject to discipline for any blog posting that discusses, directly or indirectly, the Company, its business or its managers, team members or former team members.

Any misuse of Company computer or communications equipment is grounds for disciplinary action, up to and including termination.

Nothing in this Policy is intended to unlawfully restrict your right to engage in any of the rights guaranteed by Section 7 of the National Labor Relations Act.

## **PSSI Device and Usage Policy**

### **Policy Purpose**

Electronic devices, such as smartphones and tablet computers, are important tools for the

Company and are used to support us in achieving business goals.

These devices also represent a significant risk to information and data security. When the appropriate security applications and procedures are not applied, they can be a channel for unauthorized access to the organization's data and IT infrastructure. This can subsequently lead to data leakage and system infection.

PSSI has a requirement to protect its information assets in order to safeguard its customer's intellectual property and reputation. This document outlines a set of practices and requirements for the safe use of mobile devices.

## Scope

PSSI's electronic device policy applies to all owners, managers, and team members. It also applies to all electronic devices that have access to corporate networks, data, and systems, whether owned by PSSI or owned by the team member. Corporate IT managed laptops are safeguarded by PSSI's internal IT security systems.

**Exemptions:** Where there is a business need to be exempt from this policy (too costly, too complex, adversely impacting other business requirements), a risk assessment must be conducted and authorized by security management.

## Policy Guidelines

### Technical Requirements

1. Devices must use the following Operating Systems: Android 2.2 or later, IOS 4.x or later, Windows 7 or later, or MAC IOS version.
2. Devices must store all user-saved passwords in an encrypted password store.
3. Devices must be configured with a secure password that complies with PSSI's password policy. This password must not be the same as any other credentials used within the organization.

### User Requirements

1. Users must only load data essential to their role onto their electronic device(s).
2. Users must report all lost or stolen devices to PSSI IT immediately.
3. If a user suspects that unauthorized access to company data has taken place via electronic device, the user must report the incident in alignment with PSSI's incident handling process.
4. Devices must not have any software/firmware installed that is designed to gain access to functionality not intended to be exposed to the user.
5. Users must not load pirated software or illegal content onto their devices.

6. Applications must only be installed from official platform-owner approved sources. Installation of code from un-trusted sources is forbidden. If you are unsure if an application is from an approved source, contact PSSI IT.
7. Devices must be kept up to date with manufacturer or network provided patches. As a minimum, patches should be checked weekly and applied at least once a month.
8. Devices must not be connected to a PC that does not comply with corporate policy, such as having up-to-date or enabled anti-malware protection.
9. Devices must be encrypted in line with PSSI's compliance standards.
10. Users must be cautious about the merging of personal and work email accounts on their devices. They must take particular care to ensure that company data is only sent through the corporate email system. If a user suspects that company data has been sent from a personal email account, either in body text or as an attachment, they must notify PSSI IT immediately.

With the exception of those devices managed by IT, devices are not allowed to be connected directly to the internal corporate network.

PSSI expects all team members to use all electronic devices in a sensible manner. Team members who use smartphones, tablets, and mobile hotspots excessively during work hours may:

- Disturb colleagues
- Get distracted from their work
- Cause problems or accidents when they use their cell phones inside company vehicles or in areas where phones are prohibited
- Create security issues by misusing personal devices or the company's internet connection

**Team Members are advised to:**

1. Use personal and company-issued devices for business purposes only.
2. Maintain company-issued equipment in like-new condition.
3. Keep personal use to a minimum.
4. Turn off or silence any cell phones/devices when asked.
5. Talk, text, and use the internet on their personal cell phone or mobile device only a few minutes per day.

**Team Members are not allowed to:**

1. Play games on their electronic devices (personal or company-issued).
2. Use their device's camera or microphone to record confidential business information.
3. Use their device (personal or company-issued) for any reason while driving a company vehicle unless using hand-free.

4. Disturb colleagues by speaking on their phone for personal reasons during work hours.
5. Download, upload, or view inappropriate, illegal, or obscene material on any device or over the business's internet connection.

### **Permissible activities:**

PSSI Team members are allowed to:

- Make business calls
- Check important messages
- Use productivity apps
- Make brief personal calls away from the workspace of colleagues
- Use their phones and devices during breaks
- Use their phones and devices during the lunch hour
- Use their phone or device while in a parked vehicle

### **Disciplinary Consequences**

PSSI reserves the right to monitor team members for inappropriate and/or excessive use of cellular devices. If device usage results in a decline in productivity or interferes with normal business operations, management will suspend the team members' right to use a cellular device.

Team members are subject to disciplinary action, up to and including termination in cases where they:

- Violate the company confidentiality policy
- Cause a security breach
- Cause an accident through reckless use of a mobile device

### **Termination of Employment**

Upon termination of employment, team members are required to return their company owned devices on the last day of work. Any devices not returned will be deducted from your last check in accordance with federal, state, and local law.

### **Social Media Policy**

At the Company, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all team members who work for the Company, in the United States.

## **Guidelines**

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication. The same principles and guidelines found in the Company policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow team members or otherwise adversely affects customers, suppliers, people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action, up to and including termination. Company brands, logos, service marks, trademarks, or any other intellectual property may not be used without the written consent of the CEO

### **Know and follow the rules**

Carefully read these guidelines, the Unlawful Harassment and Discrimination Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action, up to and including termination.

### **Be respectful**

Always be fair and courteous to fellow team members, customers, members, suppliers or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work- related complaints by speaking directly with your co-workers or by utilizing our Open-Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, team members or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Company policy.

### **Be honest and accurate**

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Company, fellow team members, customers, suppliers, and people working on behalf of the Company.

### **Post only appropriate and respectful content**

- Maintain the confidentiality of the Company trade secrets and private or Confidential Information. Trade secrets may include information regarding the development of systems,

processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications

- Respect financial disclosure laws. It is illegal to communicate or give a “tip” on inside information to others so that they may buy or sell stocks or securities.
- Do not create a link from your blog, website or other social networking site to the Company website without identifying yourself as a Company team member
- Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are a team member and make it clear that your views do not represent those of the Company, fellow team members, members, customers, suppliers or people working on behalf of the Company. If you do publish a blog or post online related to the work you do, or subjects associated with the Company, make it clear that you are not speaking on behalf of the company. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the Company.”

### **Using social media at work**

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with the Company Equipment Policy. Do not use the Company email addresses to register on social networks, blogs or other online tools utilized for personal use.

### **Retaliation is prohibited**

The Company prohibits taking negative action against any team member for reporting a possible deviation from this policy or for cooperating in an investigation. Any team member who retaliates against another team member for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

### **Media contacts**

Team members should not speak to the media on the Company’s behalf without contacting the Human Resources Department. All media inquiries should be directed to the Marketing Department.

### **For more information**

If you have questions or need further guidance, please contact the Human Resources Department.

### **Supplies and Equipment**

Team members may be issued supplies or other Company equipment. Team members are expected to use and maintain supplies and equipment in a safe and conservative manner. Team members are responsible for the general condition of the Company equipment and issued supplies and should notify their Manager when any equipment is broken, damaged, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to

team members or others. Any unauthorized or excessive use or misuse is grounds for disciplinary action up to and including termination.

The Company equipment may be expensive and difficult to replace. When using the Company property at any time, or when using personal tools/equipment on Company time and/or the Company premises, team members are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. The unauthorized, improper, careless, destructive, or unsafe use or operation of this equipment is grounds for disciplinary action, up to and including termination.

On or before their last day of employment, terminating team members must return all PPE, property, files, records, documents, reports, proposals, client lists, and other information (reflecting the strategy, operations, or intellectual property of the Company or its affiliates) and any other items belonging to the Company or its affiliates. Any unreturned equipment/property received from the employer should be returned or paid immediately upon termination or this will be deducted from your last paycheck in accordance with federal, state, and local laws.

### **The Company Relationships Policy**

The Company has adopted this policy in recognition of its responsibility to provide guidelines on and to caution team members of the potential problems posed by romantic and sexual relationships with other team members. These problems include conflicts of interest, interference with the productivity of coworkers, and potential charges of sexual harassment. These problems can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate position.

The Company does not prohibit consensual amorous relationships between team members, but it does impose the following restrictions:

1. The Company prohibits supervisors and managers from engaging in amorous or sexual relationships with subordinates and requires the supervisor or manager to disclose the existence of such relationship immediately. If such a relationship exists, supervisors and managers are required to take steps to resolve any potential conflict of interest or impropriety created by the relationship.
2. All team members must avoid amorous or sexual relationships with other team members that create conflicts of interest, potential charges of sexual harassment, or discord or distractions that interfere with other team members' productivity.
3. All team members are expected to behave in a professional manner and avoid inappropriate displays of affection, etc., in the work environment.

Questions and clarifications will be addressed by the Corporate Human Resources Department or a representative in the Human Resources Department. Choosing not to disclose an amorous or sexual relationship to the Human Resource Department, if it exists, or compliance with the restrictions listed above will lead to disciplinary action up to demotion or possible termination.

### **Confidentiality**

Team members will acquire and have access to Confidential Information belonging to the

Company and/or its affiliates, which may relate to information such as client information, accounts, trade secrets, procedures, manuals, financial information, investment research, contracts, accounting and computer practices, office policies and practices, portfolio recommendations, buy- list construction, internal reports, as well as information specific to the Company's services that is maintained as confidential by the Company or its affiliates and that is not readily available to the public.

As a condition of employment, team members agree that all such information is the exclusive property of the Company and its affiliates, and that at no time will they disclose such Confidential Information to anyone, except in the responsible exercise of their job or as required by law, whether or not the information has been designated specifically as "confidential." Additionally, team members will be required to sign a written confidentiality agreement upon receipt of this document.

Upon termination of employment, team members must deliver to the Company immediately any and all Confidential Information, whether stored electronically or in paper format, including but not limited, to all copies of such documents prepared or produced in connection with their employment with the Company that pertain to the Company's business or the team member's services for the Company, whether the information was made or compiled by the team member or furnished to the team member in connection with providing services to the Company. In addition, at termination, team members must return to the Company all of the Company's non-confidential property, documents, or electronic information.

Unauthorized use or disclosure of Confidential Information may result in discipline, up to and including immediate termination, prosecution, or other available action.

This policy does not limit the common law and statutory rights of the Company. Nothing in this policy is designed to interfere with, restrain, or prevent team member communications regarding wages, hours, or other terms and conditions of employment. PSSI team members have the right to engage in or refrain from such activities. Nothing in this policy prohibits team members from using Confidential Information, if necessary, to report suspected unlawful practices to any government agency.

## **Corporate Entry Cards**

Each Company team member to whom a key and/or entry card is given is responsible for proper use of that key and/or entry card. A lost or misplaced key and/or entry card must be reported immediately to your supervisor. Never duplicate or loan a key and/or entry card to anyone for any reason. See your supervisor if you need another key and/or entry card. All keys and/or entry cards must be turned in to your Site Manager upon separation from the Company. Team members who take a leave of absence must turn in any keys and/or entry cards prior to beginning their leave.

## **Employment of Relatives**

The Company does not prohibit hiring relatives and will accept and consider applications for employment from relatives and family members such as parents, children, spouses, or in-laws. However, if unfair or preferential treatment is resulting from these relationships, team members or supervisors may be transferred. If another position is not available, employment may be terminated. Furthermore, any relationship on or off the job that affects our ability to run our business or the team member's ability to do their job is grounds for disciplinary action, up to and including termination, unless otherwise prohibited by state law.

## **Hazardous and Toxic Materials**

If your job requires that you use hazardous or toxic materials, you are expected to comply with all laws, rules, and regulations concerning their safe handling and disposal. If you have any questions about the materials you work with or the proper safety or disposal procedures to follow, please discuss them with your supervisor before taking any action.

## **Housekeeping**

Team members must maintain their own work areas and keep it in a presentable manner. At the close of each business day, ensure that all equipment is cleaned and put away. Team members will not litter or discard, such items as cigarettes or wrappers, on the premises. Remember, we want our customers to look at us as a professional, neat organization.

Work areas must be maintained in a clean, healthy, and orderly fashion to prevent unsafe conditions and potential accidents. If you observe conditions or equipment which are potentially dangerous, report them immediately to your supervisor. It is each team member's responsibility to make sure the work area is clean and orderly at the completion of the scheduled work shift.

The Company also provides break areas for its team members. The Company expects each team member to clean up after him/herself as a matter of courtesy to all. Food and drinks should be consumed in the break area, rather than in work areas. Each team member should do their part in ensuring the building is clean and orderly at all times and it presents a positive image to clients and visitors.

## **Meetings**

From time to time, individual or staff meetings may be held for the purpose of providing instruction, training, or counseling or to review the Company operating policies. You are required to attend all Company meetings involving your department, or which you have been asked to attend.

## **Off-Duty Social and Recreational Activities**

During the year, the Company may sponsor social or recreational activities for its team members. Your attendance at such social activities, however, is completely voluntary and is not work-related. Neither the Company nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of a team member's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the team member's work-related duties.

## **Outside Employment**

There have been times when most of us have had the opportunity or the need to have two jobs at one time. It is important that other employment, as well as outside interests, do not interfere in any way with a team member's job with the Company. Employment with PSSI should be your primary employment. You should be careful that extra hours of work do not affect the safe operation of your job by leaving you tired and slow to react. Also, if your second job could create a potential conflict of

interest, for example, working for a competitor, you are required to obtain written approval, in advance, from your Site Manager.

### **Personal Appearance and Behavior**

We expect all team members to use good judgment in choosing dress and appearance and to present a neat, well-groomed appearance and a courteous disposition. We feel that these qualities go further than any other factor in making a favorable impression on the public and your fellow workers.

Team members should dress and present themselves in a business-like manner that reflects professional standards. Flashy, skimpy, tight-fitting, revealing, offensive, and other non- business- like clothing are unacceptable. **Team members who are provided with Company uniforms should keep them in a neat and clean condition and must wear them at all times when on duty.** Team members who report to work in unacceptable attire may be requested to leave work and return in acceptable attire. Such time away from work will generally be without pay.

Team members are also expected to behave and conduct themselves in a professional manner at all times in the workplace. Team members should conduct themselves in accordance with the Company's anti-harassment and anti-discrimination policies and procedures. Any conduct that would violate the Company's harassment or discrimination policies is prohibited.

Team members are expected to observe the Company's personal appearance and behavior policy at all times while at work.

### **Personal Telephone Calls and Visits**

We have a limited number of telephone lines at the Company, and it is essential that we keep those lines open for business calls. Therefore, we ask our team members to refrain from making or receiving personal calls, except in emergencies. Long distance business calls must be cleared by your supervisor, unless your job duties include the routine making of long distance calls. Under no circumstances are team members permitted to use the Company telephones to call "900" lines or similar pay-per call services. Team members will be personally liable for unauthorized calls and will be subject to discipline, up to and including immediate termination.

Personal visits by friends or relatives during work hours can be disruptive to our operations and are **prohibited**.

### **Personnel Records**

Recognizing the confidential nature of the information in your personnel record, the Company limits access to the personnel records to those with proper authorization or pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals with the approval of the Human Resources Department.

It is important that employment records kept by the Company are current. Notification of these changes is the team member's responsibility. Therefore, you are expected to notify the Payroll Manager immediately of changes in any of the following:

- Name
- Home address / telephone number
- Emergency contact or telephone number
- Tax withholding information
- Court-ordered child support information
- Beneficiaries for life insurance or any other benefit plan
- Correction of social security number
- Completion of job related training courses, licenses, or designations.

A manager may review your personnel file if you have a current reporting relationship to that manager or have been interviewed and are being considered for a position reporting to that manager. Your personnel records are also subject to review by investigative agencies, or during periodic internal audits conducted by the Company.

## **Workplace Violence/Weapons**

The Company is committed to preventing workplace violence and maintaining a safe work environment. Therefore, the Company has adopted the following guidelines to deal with intimidation, violence, or threats of violence that may occur during business hours, or on the Company or client premises. All team members should be treated with courtesy and respect at all times, and are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others.

All dangerous or hazardous devices or substances are prohibited from the premises without proper Manager's authorization. In addition, the possession or use of handguns or other weapons while on the Company premises (except the Company parking lots where allowed by state law) is strictly prohibited. This prohibition applies to all team members, independent contractors, temporary team members, visitors, and clients, including those who have a valid permit to carry a concealed weapon.

If a team member is aware that a co-worker, visitor, client, or other individual possesses a handgun or other weapon while on the Company premises, or while engaged in Company business off premises, or if team members observe suspicious individuals, violence or threats of violence in the Company's workplace or on the Company premises by any Company team member, supervisor, vendor, client, or other person a team member should do the following:

- Obtain emergency assistance in any situation that the team member feels constitutes an emergency;
- Take immediate action to protect themselves and others from harm if necessary and where they can do so safely;
- Advise their Manager or the Human Resources Department of the situation.

All violence or threats of violence, both direct and indirect, should be reported as soon as possible to the Site Manager or Human Resources. Team members are encouraged to bring their disputes or differences with other team members to the attention of the Site Manager or the Human Resources Department before the situation escalates into potential violence.

The Company will promptly and thoroughly investigate all reports of violence, or threats of violence, and of suspicious individuals or activities. The identity of the individual making a report will

be protected as much as is practical, and team members will not be disciplined for raising such concerns. In order to maintain workplace safety and the integrity of its investigation, the Company may suspend team members, either with or without pay, pending investigation.

Anyone determined to initiate or participate in verbal or physical threats, or other conduct that is in violation of these guidelines, are subject to disciplinary action, up to and including immediate termination of employment.

## **Termination of Employment**

The Company hopes that its relationships with team members are long term and mutually rewarding. However, as mentioned elsewhere in this Handbook, all employment relationships are for no specified amount of time and are on an at-will basis, unless otherwise specified by state law. Termination of employment with the Company can arise for a variety of circumstances, either voluntary or involuntary. Team members may voluntarily terminate employment at any time, and the Company reserves the right to terminate the employment relationship at any time, with or without cause or notice for any reason not prohibited by law.

Team members desiring to voluntarily terminate their employment relationship with the Company are urged to give at least two weeks' notice in advance of their intended termination. Such notice should be given in writing to the Site Manager. A team member who fails to give two weeks' notice may not be eligible for re-employment. An individual involuntarily terminated due to misconduct or unsatisfactory performance is normally not eligible for re-employment with the Company. By signing this handbook, you agree that any PPE that is not returned at the end of employment with the Company will be deducted from your last check in accordance with federal, state, and local laws. The Company will pay remaining wages and any other payments due in accordance with state and/or federal law.





## New Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved  
OMB No. 1210-  
0149 (expires 5-  
30-2023)

### PART A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment based health coverage offered by your employer.

#### What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

#### Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

#### Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.<sup>1</sup>

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution—as well as your team member contribution to employer-offered coverage—is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

#### How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit [HealthCare.gov](http://HealthCare.gov) for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

<sup>1</sup> An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.



## **Team Member Handbook Summary**

All PSSI team members are presented with the option to obtain a paper copy of the Team Member Handbook or download it online via PSSI's website. This Summary is provided solely for your convenience; all team members are required to read the handbook and are responsible for it in its entirety. Team members are required to sign a Proprietary Information Agreement, Consent to Drug/Alcohol Testing, and an Acknowledgment of Receipt form, found in the front of the Team Member Handbook. Any questions about this material or any other aspect of employment should be directed to your Manager.

### **PROBLEM RESOLUTION PROCEDURE (See Page 3)**

If a team member has a suggestion, complaint or problem, they should follow these steps:

**STEP 1:** Speak with your **immediate supervisor or site manager** as soon as possible

**STEP 2:** If you prefer not to speak with your immediate supervisor or site manager, contact the **Team Member Customer Care Line** through the following:

- Toll Free Customer Care Line: (844) 880-0009
- Web: WeCare.pssi.com

**STEP 3:** If you have not found resolution through speaking to you supervisor, site manager or the Customer Care Line, contact **the Corporate Human Resources Department** or your **Human Resources Division Manager**. The toll-free number is (888) 871-6335.

Retaliation against a team member who makes a good faith report is strictly forbidden. To report any retaliation, please contact your Manager, the Team Member Customer Care Line or call Human Resources Department.

### **OPEN DOOR POLICY/SUGGESTIONS FOR CONTINUOUS IMPROVEMENT (See Page 4)**

Team members are encouraged to share their concerns, seek information, provide input, and resolve problems/issues through their immediate manager, and as appropriate, consult with any member of management toward those ends. Managers are expected to listen to team member concerns, to encourage their input, and to seek resolution of their problems/issues.

### **INTRODUCTORY PERIOD (See Page 5)**

The first ninety (90) calendar days of employment is a period of training and orientation to the job. PSSI uses these 90 days to evaluate your qualifications more carefully. Your performance on the job, your attitude and potential abilities are all weighted in determining whether your qualifications are best suited to our particular needs. After satisfactory completion of this period of training and orientation to the job, the newly hired individual becomes a regular "at-will" team member with his/her anniversary date being the original employment date.

### **EQUAL EMPLOYMENT OPPORTUNITY (See Page 5)**

PSSI is committed to providing equal employment opportunities to all team members and applicants without regard to race, religion, color, sex, national origin, citizenship status, uniform service member status, age, genetic information, disability or any other protected status in accordance with all applicable federal, state and local laws. This equal employment opportunity commitment relates to all aspects of the employment relationship, which include selection, promotion, performance evaluation, and discharge. Any team member who is found to have violated this policy is subject to disciplinary action, up to and including termination of employment. If you believe that you have experienced treatment in violation of this policy, you should report the incident to your manager, the Human Resources Department, or call the Team Member Customer Care Line at 844-880-0009.

### **UNLAWFUL HARASSMENT (See Page 6)**

The Company prohibits harassment of any team member by any other team member on the basis of race, religion, color, sex, national origin, citizenship status, uniform service member status, age, genetic information, disability or any other category protected by applicable federal, state, and local laws. Any team member who is found to fail to comply with this policy may be subject to disciplinary action, up to and including termination of employment. If at any time you feel you are being harassed, you should immediately contact: Your Manager, call the Team Member Customer Care Line at 844-880-0009 or the Human Resources Department.

### **AT-WILL EMPLOYMENT/TERMINATION OF EMPLOYMENT (See Page 9)**

Team members may voluntarily terminate employment at any time and PSSI reserves the right to terminate

the employment relationship at any time, with or without cause or notice for any reason not prohibited by law.

**PAY PERIOD AND PAYCHECKS (See Page 17)**

The pay period is on a weekly schedule. The work week begins Monday at 3:00 a.m. and runs through Monday at 2:59 a.m. Checks are issued every week, following the close of a pay period.

**TIMEKEEPING PROCEDURES (See Page 18)**

All team members are required to accurately record the time they begin and end their work. Team members are also required to punch/clock in and out for lunch periods. During the lunch period team members are relieved of all working duties

Time worked is all the time actually spent on the job performing assigned duties. Therefore, team members must not sign-in/clock in until ready to start work. Arriving to work and signing-in/clocking-in more than seven (7) minutes before the start of a scheduled shift or signing-out/clocking-out more than seven (7) minutes after the end of a scheduled shift without prior approval is unacceptable. Exceptions to scheduled work hours, including overtime, may not be permitted without prior approval from the Manager.

Team members must record their individual time only, using the Sign-In/Sign-Out Sheet or Time Clock when available. Any errors or accidental omissions on the sheet requiring correction must be signed and corrected by the Manager, not the team member. Any team member or management, who alters, tampers with, or falsely records time worked, alters another team member's Sign-In/Sign-Out, or violates any time recording procedure may be subject to disciplinary action, up to and including termination.

**VACATION (See Page 22)**

Full time team members are eligible for paid vacation time according to the following schedule:

Upon completion of year 1 of service	= 1 week
Upon completion of years 2 - 4 of service	= 2 weeks each year
Upon completion of years 5 - 9 of service	= 3 weeks each year
Upon completion of years 10-24 years of service	= 4 weeks each year
Upon completion 25 or more years of service	= 5 weeks each year

**HEALTH/DENTAL/VISION INSURANCE (See Page 23)**

All full-time team members are eligible for participation in PSSI's group health and dental insurance plans upon completion of sixty days of service. Eligible team members may enroll for coverage on the first day of the month following the month they become eligible.

**RETIREMENT PLAN (401K) (See Page 24)**

All team members, age 18 and over, become eligible for participation in PSSI's 401(k) Plan upon completion of one (1) full year of service (wherein they must have worked 1000 hours or more) and upon meeting all other Plan eligibility requirements. Eligible team members may then join the Plan at the subsequent Plan entry date, the first half of the following year. An employer match is made in March for the team member contributions made during the previous year. The match is based on Company profitability, but historically has been in the range of 15% to 25% of the team member contribution.

**LEAVE OF ABSENCE (See Page 27)**

The Family and Medical Leave Act ("FMLA") provides eligible team members the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave a team member may use is either 12 or 26 weeks within a 12-month period, depending on the reasons for the leave. PSSI also offers a non-FMLA leave of absence for team members who do not qualify for protection under FMLA. Eligible team members have the opportunity to use up to six (6) weeks of unpaid leave for a personal illness or injury due to their self-qualifying medical event.

**PROGRESSIVE DISCIPLINE PROCESS (See Page 37)**

The following steps are *minimum* disciplinary actions for *minor* work-related misconduct or safety violations within a twelve (12) month period, starting from the date of the first disciplinary action: First Violation: Verbal Written warning; Second Violation: Written Warning; Third Violation: Suspension; Fourth Violation: Dismissal. Should the violation be considered *severe*, the following steps could be combined or accelerated up to and including dismissal.

**SOLICITATION/DISTRIBUTION (See Page 39)**

In the interest of maintaining productivity and a proper business environment, team members may not distribute literature or other materials of any kind or solicit for any cause during the working time of any

team member involved. Furthermore, team members may not distribute or circulate literature or other material of any kind in working areas, at any time, whether or not the team members are on working time. Likewise, team members may not solicit for any cause during the working time of any team member involved. For just some examples, non-working time would be lunch or break and a non-working area would be the break room.

**ABSENTEEISM/TARDINESS (See Page 40)**

All team members are expected to be at their workstation ready to work at their scheduled time, return from break periods as scheduled, and work their full scheduled hours. Tardiness and absence from scheduled work time can disrupt Company ability to serve customers. Team members who will be absent from work for any reason, must call their Supervisor or Manager at the earliest possible opportunity and within thirty (30) minutes of their scheduled start time. Violations of the Absenteeism/Tardiness Policy will result in disciplinary action, up to and including termination.

**ALCOHOL AND DRUG POLICY (See Page 42)**

PSSI prohibits its team members from using, possessing, being under the influence of, selling, manufacturing, distributing, soliciting or transferring alcohol or illegal drugs/controlled substances while working, while on PSSI premises, or while operating any PSSI vehicle, machinery or equipment. Unless prohibited by state law, team members may be subject to pre-employment, random, and/or "reasonable cause" drug tests at PSSI's sole discretion.

**WORKPLACE VIOLENCE/WEAPONS (See Page 58)**

The Company is committed to preventing workplace violence and maintaining a safe work environment. All violence or threats of violence, both direct and indirect, should be reported as soon as possible to the Manager or Human Resources. Team members are encouraged to bring their disputes or differences with other team members to the attention of the Manager or the Human Resources Department before the situation escalates into potential violence. Anyone determined to be responsible for violence or threats of violence or other conduct that is in violation of these guidelines may be subject to disciplinary action up to and including termination of employment.

